

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

May 25, 2012

ADDENDUM #1

INVITATION FOR BID #12-85

Horace Mann – Window Replacements

THIS ADDENDUM IS TO: **Clarify questions raised at prebid and via email regarding project schedule:**

This Addendum consists of 2 pages and 3 attachments.

ATTACHMENTS:

1. SKA-1 Exterior Elevations – West Elevation
2. SKA-2 Exterior Elevations – East Elevation
3. SKA-3 Window Elevation Types

GENERAL COMMENTS

Item No. 1 All Bidders are to be aware that in order for ANY worker or employee to be allowed on site, they must first be approved to do so after a CORI review that will be administered by the City of Newton.

CHANGES TO THE PROJECT MANUAL

- Item No. 2 Invitation to Bid
Second Paragraph, Delete the bold wording that discusses the construction duration in its entirety and insert the following:
"The construction period is expected to run from the period between June 4, 2012 and shall extend through November 15, 2012. The site will be available for normal hour shift work (7:00 a.m. - 3:00 p.m.) from June 4, 2012 until August 20, 2012. After August 20, 2012 through November 15, 2012, all work must be done during second shift hours (3:00 p.m. - 11:00 p.m.)
- Item No. 3 City - Contractor Agreement, Page 14 of 152
Article 2 - Time of Completion
Change completion date from "August 20, 2012" to "November 15, 2012."
- Item No. 4 Section 01 31 00 - Construction Scheduling and Phasing
Part I- General
Article 1.02 - Description of Work
Item A. Delete this item in its entirety and insert the following:

- A. "The construction period is expected to run from the period between June 4, 2012 and shall extend through November 15, 2012. The site is available for first shift work from June 4, 2012 to August 20, 2012 and for second shift work only from August 21, 2012 to November 15, 2012."

Item No. 5 Section 08 51 13 - Aluminum Windows

Part I- General

Add the following Article:

"1.12 Attic Stock

- A. The contractor shall deliver to the Owner (3) pieces of insulated glass and (3) pieces of 1 1/2" thick insulated panels, each sized to fit in the operable sash of a Type A window."

CHANGES TO THE DRAWINGS

Item No. 6 Drawing D1.0 – Exterior Elevations Demolition

- Change Demolition Work Note D1 from: "Demo and remove steel grating and fasters from CMU opening" to: "Carefully remove steel grating and fasteners from CMU opening, store and re-install after new windows are installed"

Item No. 7 Drawing A1.0 – Exterior Elevations

- General Notes: Add the following note: "5. Provide 1 1/2" insulated panels at the operable sashes at all ac/ installations/re-installations; refer to exterior elevations for locations."
- West Elevation: Change the window type designation at the middle of three D-windows from a "D Type" to a "D-1 Type" as indicated on SKA-1 which attached to this addendum.
- East Elevation: Indicate removal and reinstallation of window type D-2 as indicated on SKA-2 attached to this addendum.

Item No. 8 Drawing A2.0 – Window Types and Sections

- At Window Elevations: change glazing designation on bottom sash for all Type A-1 windows from "Type 2" (insulated panel) to "Type 1" (insulated glass); Add the following note: "Provide tempered insulated glazing @ bottom fixed sash"
- At Window Elevations: Insert new window Type D-1 to window elevations as per SKA- 3 attached to this addendum
- At Window Elevations: Insert new window Type D-2 to window elevations as per SKA-3 attached to this addendum

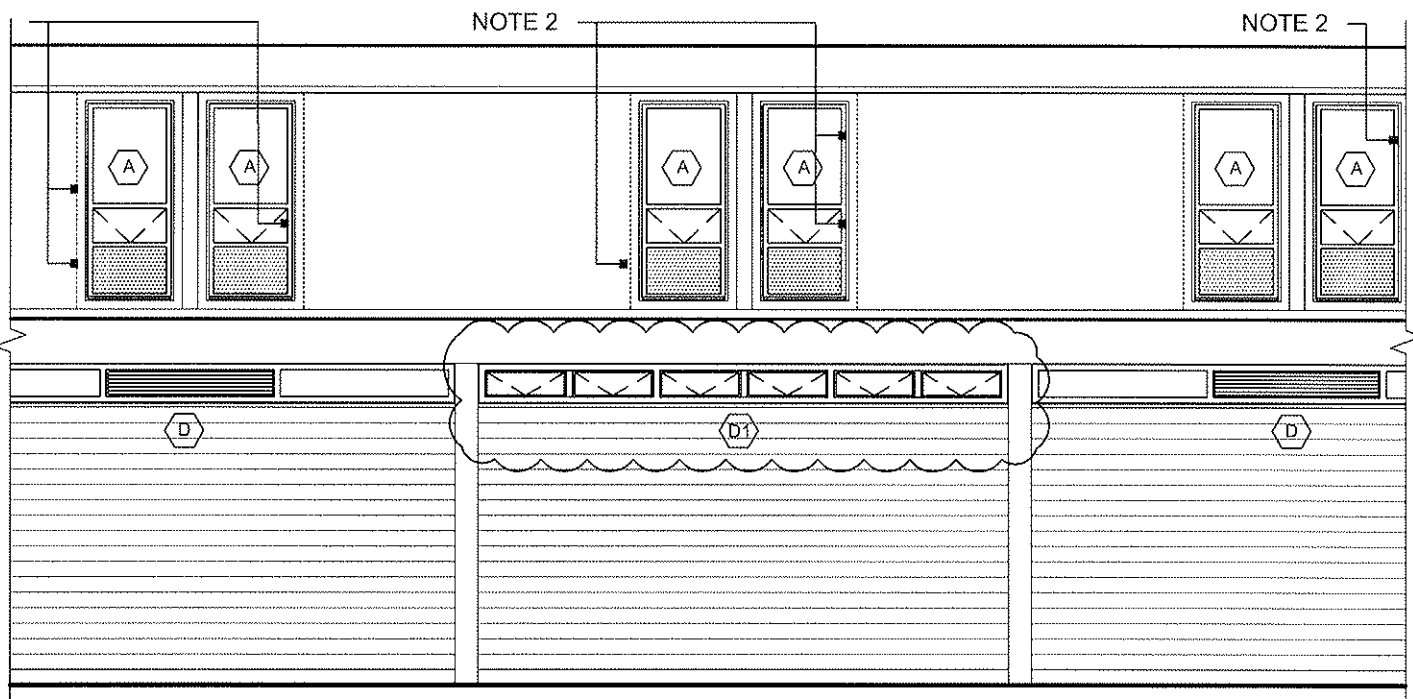
All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.



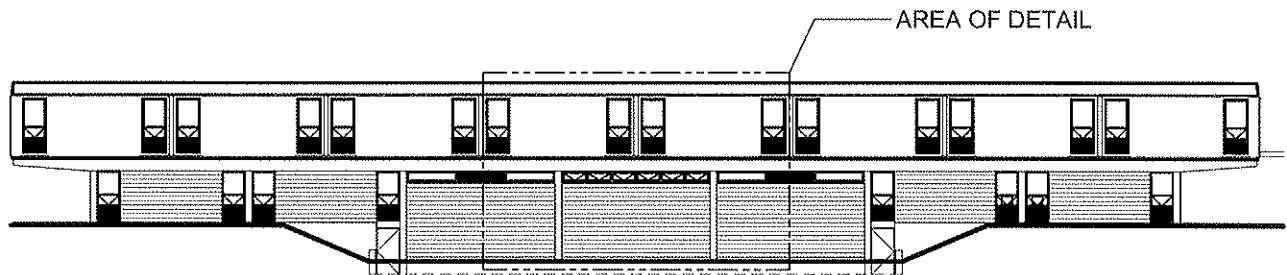
Assistant Purchasing Agent
Purchasing Department



A
A1.0

WEST ELEVATION

SCALE: 1/8" = 1'-0"



KEY PLAN - WEST ELEVATION

N.T.S.

UPDATES DRAWING A1.0

KBA ARCHITECTS
KNIGHT, BAGGE AND ANDERSON, INC.

6 THIRTEENTH STREET
CHARLESTOWN, MA. 02129
617-241-2807 (T)
617-241-2857 (F)

HORACE MANN
ELEMENTARY SCHOOL
WINDOW REPLACEMENT
687 WATERTOWN STREET
NEWTONVILLE, MA 02460

Drawing Title:

EXTERIOR ELEVATIONS
WEST ELEVATION

Job No.:
S116611-C

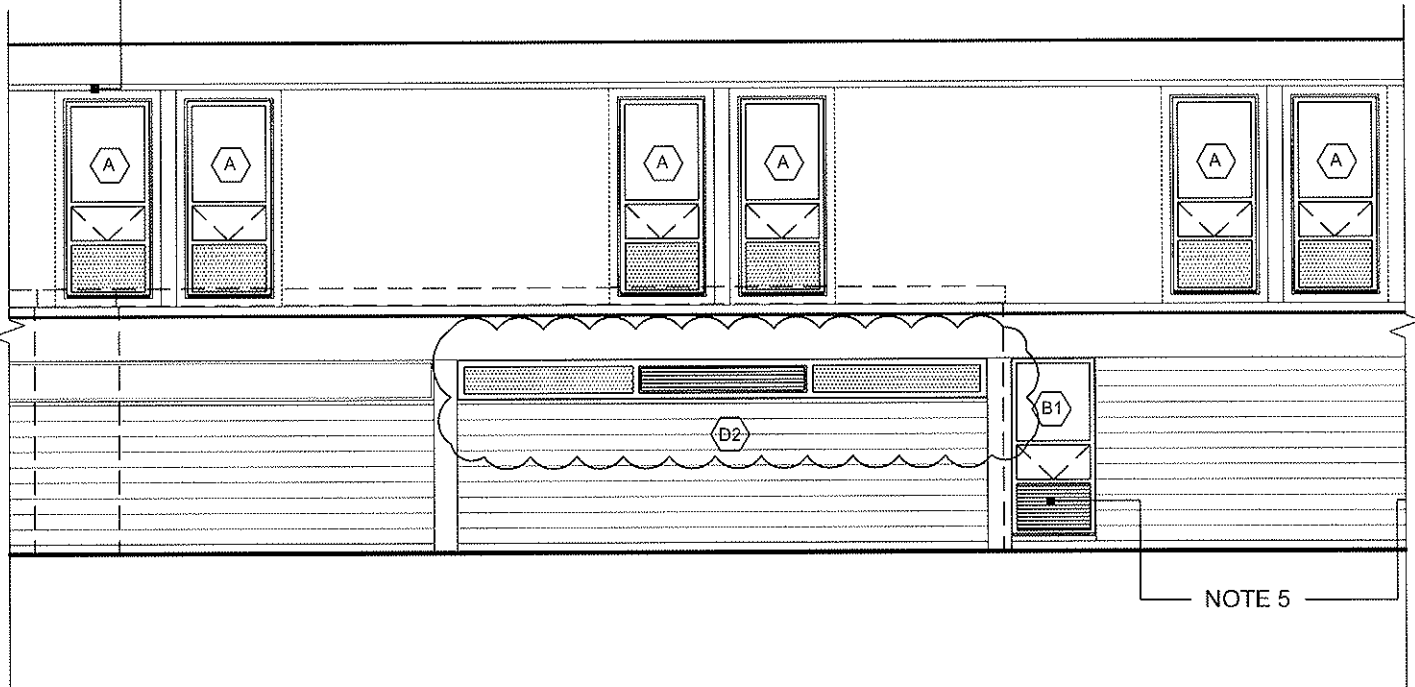
Date:
5/25/2012

Scale:
1/8" = 1'-0"

Sketch No.:

SKA-1

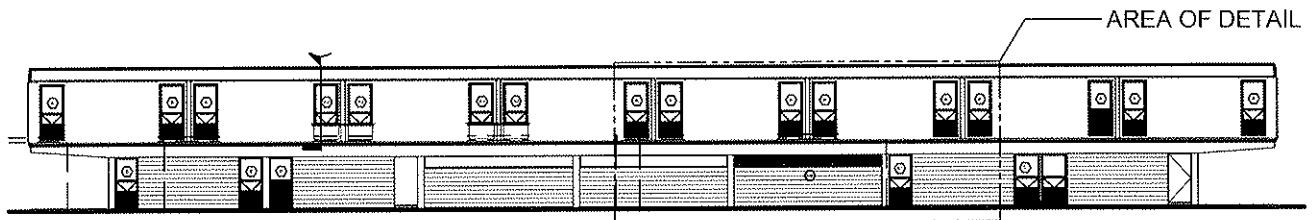
NOTE 9, TYP.



B
A1.0

EAST ELEVATION

SCALE: 1/8" = 1'-0"



KEY PLAN - EAST ELEVATION

N.T.S.

UPDATES DRAWING A1.0

KBA ARCHITECTS
KNIGHT, BAGGE AND ANDERSON, INC.

6 THIRTEENTH STREET
CHARLESTOWN, MA. 02129
617-241-2807 (T)
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ELEMENTARY SCHOOL
WINDOW REPLACEMENT
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NEWTONVILLE, MA 02460

Drawing Title:

EXTERIOR ELEVATIONS
EAST ELEVATION

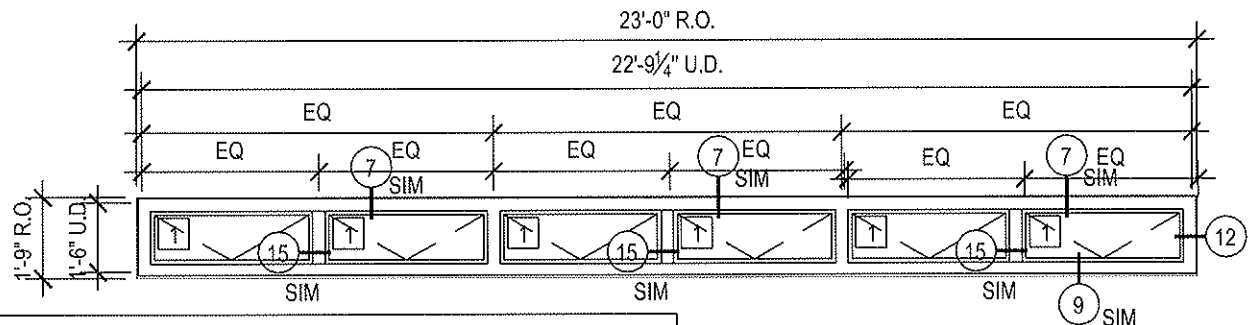
Job No.:
S116611-C

Date:
5/25/2012

Scale:
1/8" = 1'-0"

Sketch No.:

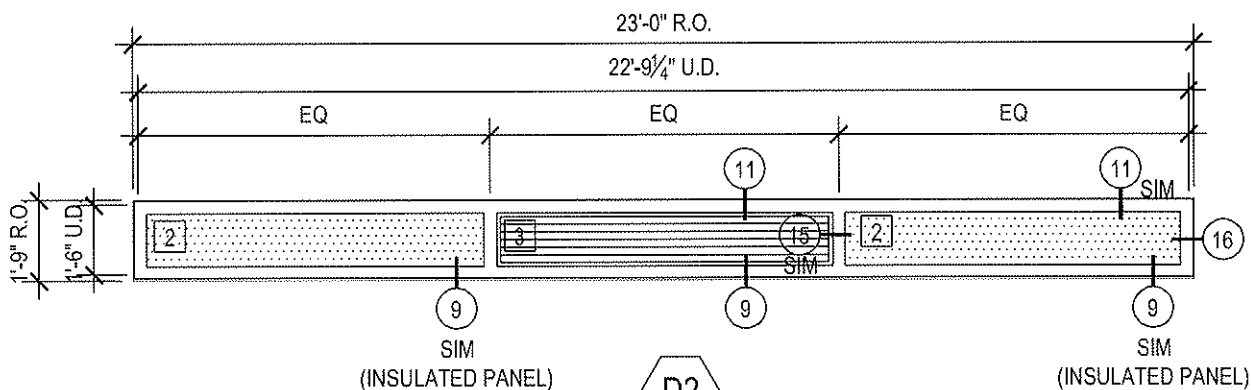
SKA-2



NOTE:

FURNISH AND INSTALL A NEW MOTORIZED ACTUATOR AT EACH OPERABLE SASH AT THE WINDOW TYPE D-1 (TOTAL 6). ACTUATORS SHALL BE SIMILAR TO VEGA-AC ACTUATORS AS MANUFACTURED BY FUNCTIONAL FENESTRATION, INC., OR APPROVED EQUAL. ALL POWER ACTUATORS SHALL BE CONTROLLED FROM A SINGLE MOMENTARY CONTACT. ALL WIRING SHALL BE PERFORMED BY A LICENSED MASSACHUSETTS ELECTRICIAN.

D1
PROJECT-IN INSULATED GLAZING
TYP. FOR ALL SASHES THIS TYPE (6 TOTAL)
ALUMINUM WINDOW
MULLED UNIT



D2
ALUMINUM WINDOW
MULLED UNIT

WINDOW ELEVATIONS

SCALE: 1/4" = 1'-0"

REFER TO WINDOW DETAILS ON A2.1

UPDATES DRAWING A2.0

KBA ARCHITECTS
KNIGHT, BAGGE AND ANDERSON, INC.

6 THIRTEENTH STREET
CHARLESTOWN, MA. 02129
617-241-2807 (T)
617-241-2857 (F)

HORACE MANN
ELEMENTARY SCHOOL
WINDOW REPLACEMENT
687 WATERTOWN STREET
NEWTONVILLE, MA 02460

Drawing Title:

WINDOW ELEVATION
TYPES

Job No.:
S116611-C

Date:
5/25/2012

Scale:
1/4" = 1'-0"

Sketch No.:

SKA-3

**CITY OF NEWTON
PURCHASING DEPARTMENT**

PROJECT FOR PUBLIC BUILDINGS DEPARTMENT

**PROJECT MANUAL:
WINDOW REPLACEMENT
AT THE HORACE MANN ELEMENTARY SCHOOL
*INVITATION FOR BID #12-85***

Pre-Bid Meeting: May 23, 2012 at 10:30 a.m.

Bid Opening Date: June 1, 2012 at 10:30 a.m.

Prepared by:
Knight, Bagge & Anderson, Inc.
6 Thirteenth Street
Charlestown, MA 02129
617-241-2807
Fax 617-241-2857

MAY 2012

Setti D. Warren, Mayor

CITY OF NEWTON

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WINDOW REPLACEMENT

AT THE HORACE MANN ELEMENTARY SCHOOL

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AT THE HORACE MANN ELEMENTARY SCHOOL

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5 Pages of Drawings (including cover page) may be obtained online at www.newtonma.gov/bids

Bidders may pick up the specifications and plans from the Purchasing Department, Room 204 at Newton City Hall. Please call ahead for availability.

END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #12-85**

The City of Newton invites sealed bids from Contractors for

**WINDOW REPLACEMENT
AT THE HORACE MANN ELEMENTARY SCHOOL**

Pre-bid will be held on site at: **May 23, 2012 at 10:30 a.m. at 687 Watertown Street, Newtonville, MA**

Bids will be received until **June 1, 2012 at 10:30 a.m.**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract shall consist of: Removal and replacement of existing metal windows with new aluminum windows at the original building and removal and replacement of existing storm windows with new vinyl windows as well as new exterior wood framed partitions at 2 modular classrooms. **The construction period is expected to run for the period between June 4, 2012 and shall extend through August 20, 2012. The site will be available for work from June 4, 2012 until August 20, 2012. Work on site is limited to the summer recess period.**

Contract Documents will be available **online at the City's website: www.newtonma.gov/bids** or for pickup at the Purchasing Department or after: 10:00 a.m. May 17, 2012. There will be no charge for contract documents.

All General Bids must be accompanied by a copy of a "Certificate of Eligibility" (DCAM Form CQ-7) issued by the Department of Capital Asset Management and Maintenance (DCAM) and a "Contractor Update Statement" (DCAM Form CQ-3). The category of work for which the Bidder must certified is: **Doors and Windows**

Award will be made to the bidder with the lowest total contract price, including any accepted alternates, that has been deemed responsible and eligible. **All bids shall be submitted as one ORIGINAL and one COPY.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance and Labor and Materials Payment Bond each in the amount of 100%** of the contract total.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

If you download bids from the internet website www.newtonma.gov/bids I strongly suggest you email (purchasing@newtonma.gov) your company's NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER, so that we may add you to the Bidders List and you will be notified of any/all addendums. **Plans must be obtained through the Purchasing Department.**

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Maryann LaRosee
Purchasing Department
May 17, 2012

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 – BIDDER’S REPRESENTATION

- 1.1. Each General Bidder (hereinafter called the “Bidder”) by making a bid (hereinafter called “bid”) represents that:
- 1.2. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
- 1.3. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.4. Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, May 25, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder’s list. Bidders must provide the Purchasing Dept. with their company’s name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-85**.

ARTICLE 3 – MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor’s Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 – PREPARATION AND SUBMISSION OF BIDS

- 4.1 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.2 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside: GENERAL BID FOR:

NAME OF PROJECT AND INVITATION NUMBER

BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

Date and time for receipt of bids is set forth in the Invitation for Bids.

- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 5 – ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 – WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 – CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term “lowest responsible and eligible Bidder” shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 – TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City’s exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

FORM FOR GENERAL BID #12-85

WINDOW REPLACEMENT AT THE HORACE MANN ELEMENTARY SCHOOL

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required to install new aluminum windows and new PVC windows at the Horace Mann Elementary School in Newton, Massachusetts in accordance with the accompanying plans and specifications prepared by Knight, Bagge & Anderson, Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The proposed contract price is:

DOLLARS (\$ _____)

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Signed Bid Form, 2 pages
- ☐ Certificate of Eligibility for Doors and Windows (DCAM Form CQ7)
- ☐ Update Statement (DCAM Form CQ3)
- ☐ A five percent (5%) bid deposit.

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

F. The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if s/he is selected as general contractor, s/he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

- G.** The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies that s/he intends to comply with the City of Newton Minority/Women Business Enterprise Plan, dated December 19, 1999 to further expand business opportunities for minority firms.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date : _____

(Name of General Bidder)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

E-mail address

(Telephone) (FAX)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CONTRACT FORMS

The forms are provided for informational purposes only.

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

Window Replacement at the Horace Mann Elementary School

ARTICLE 2. TIME OF COMPLETION. The construction period is expected to run for the period between June 4, 2012 and shall extend through August 20, 2012.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds the sum of:

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement
- b. The City's Invitation For Bid #12-85 issued by the Purchasing Department;
- c. The Project Manual for window replacement at the Horace Mann Elementary School including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s)
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: N/A

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____
Print Name _____
Title _____
Date _____

Affix Corporate Seal Here

City funds are available in the following account:
31N115907 -5825 -

I further certify that the Mayor, or his
designee, is authorized to execute contracts
and approve change orders

By _____
Comptroller of Accounts

Date _____

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Buildings

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and
, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of
_____ dollars (\$ _____) to be paid to the Oblige, for
which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date _____
of _____, 20____, for the construction of _____
(Project Title)
in Newton, Massachusetts.

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well
and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept
and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or
without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep
and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications,
alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications,
alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in
full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment
of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said
SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____
, 20____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and
_____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in
the sum of _____ dollars (\$ _____) to be paid to the
Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date _____
of _____, 20____, for the construction of _____
(Project Title)
in Newton, Massachusetts.

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for
all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized
modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the
SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include
any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as
amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____
,20____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.
------------------------	---

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall, during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

**PUBLIC BUILDING MAINTENANCE CONTRACT
SUPPLEMENTAL CONDITIONS
COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON**

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SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

Article 1. METHOD OF PAYING SUBCONTRACTORS

(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the

amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

Article 2. METHOD OF PAYING GENERAL CONTRACTORS

(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the

amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Article 3. CLAIMS FOR UNFORESEEN CONDITIONS

(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Article 4. CLAIMS FOR DELAY

(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Article 6. PREFERENCE IN EMPLOYMENT, WAGES

(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Article 7. HOURS OF WORK

(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract,

shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Article 8. WORK BY FOREIGN CORPORATIONS

(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

END OF SECTION

BUILDING MAINTENANCE SERVICE CONTRACT

SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

1.0 SUMMARY OF WORK

- A. The Work under the Contract consists of:
 - 1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
 - 2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.
- B. In addition, the work under the Contract includes:
 - 1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
 - 2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
 - 3. Providing and restoring, where appropriate, all temporary facilities.
- C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

2.0 PROJECT SITE

- A. The areas of work for this contract shall be at the Horace Mann Elementary School.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

- A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.
- B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.
- C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.
- D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

4.0 PAYMENT

- A. Once each month, on a date established by the City, the Contractor may submit an Application for Payment (Invoice) for the work performed during the preceeding month. The Contractor may invoice for all Work Orders completed and accepted during the preceeding month, and for all Work Orders either partially completed or not yet accepted by the City.

- B. Upon receipt of the Application for Payment, the City will, within fifteen days, make payment in full for all Work Orders completed and accepted during the preceeding month. For Work Orders partially completed or not yet accepted, the City will make payment for the value of the Work Order completed during the preceeding month, less a retainage of 5% of the estimated total of the Work Order. The City will make final payment for partially completed Work Orders, including any retained amounts, upon completion and acceptance of the work and receipt of an Application for Payment at the end of the month in which the work is completed and accepted.

5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

**CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised**

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. DEFINITIONS:

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
-
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
- (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
- (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,
- (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
- (e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

XIV. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract
_____ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract
_____ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$30.95	\$8.56	\$7.27	0.00	\$46.78
	06/01/2012	\$31.25	\$8.56	\$7.27	0.00	\$47.08
	08/01/2012	\$31.25	\$8.91	\$7.27	0.00	\$47.43
	12/01/2012	\$31.55	\$8.91	\$8.00	0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.02	\$8.56	\$7.27	0.00	\$46.85
	06/01/2012	\$31.32	\$8.56	\$7.27	0.00	\$47.15
	08/01/2012	\$31.32	\$8.91	\$7.27	0.00	\$47.50
	12/01/2012	\$31.62	\$8.91	\$8.00	0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.14	\$8.56	\$7.27	0.00	\$46.97
	06/01/2012	\$31.44	\$8.56	\$7.27	0.00	\$47.27
	08/01/2012	\$31.44	\$8.91	\$7.27	0.00	\$47.62
	12/01/2012	\$31.74	\$8.91	\$8.00	0.00	\$48.65
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	12/01/2011	\$28.40	\$9.90	\$5.95	0.00	\$44.25
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/09/2012

Wage Request Number: 20120509-035

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/09/2012

Wage Request Number: 20120509-035

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	03/01/2012	\$46.56	\$10.18	\$17.25	0.00	\$73.99

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.28	\$10.18	17.25	\$0.00	\$50.71
2	60	\$27.94	\$10.18	17.25	\$0.00	\$55.37
3	70	\$32.59	\$10.18	17.25	\$0.00	\$60.02
4	80	\$37.25	\$10.18	17.25	\$0.00	\$64.68
5	90	\$41.90	\$10.18	17.25	\$0.00	\$69.33

Notes:

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
CARPENTER CARPENTERS - ZONE 2 (Eastern Massachusetts)	03/01/2012	\$33.03	\$9.80	\$15.61	0.00	\$58.44

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.52	\$9.80	1.57	\$0.00	\$27.89
2	60	\$19.82	\$9.80	1.57	\$0.00	\$31.19
3	70	\$23.12	\$9.80	10.90	\$0.00	\$43.82
4	75	\$24.77	\$9.80	10.90	\$0.00	\$45.47
5	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
6	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
7	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57
8	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEWTON)	02/01/2012	\$45.10	\$9.93	\$16.51	0.00	\$71.54
CHAIN SAW OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 **City/Town:** NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$40.52	\$10.00	\$12.40	0.00	\$62.92
	06/01/2012	\$41.09	\$10.00	\$12.40	0.00	\$63.49
	12/01/2012	\$41.71	\$10.00	\$12.40	0.00	\$64.11
	06/01/2013	\$42.49	\$10.00	\$12.40	0.00	\$64.89
	12/01/2013	\$43.27	\$10.00	\$12.40	0.00	\$65.67
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGESTANKS

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

Apprentice - LABORER Demo (Group 1)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER Demo (Group 3)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.68	\$7.10	12.45	\$0.00	\$39.23
2	70	\$22.96	\$7.10	12.45	\$0.00	\$42.51
3	80	\$26.24	\$7.10	12.45	\$0.00	\$45.79
4	90	\$29.52	\$7.10	12.45	\$0.00	\$49.07

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: BURNERS 12/01/2011 \$32.55 \$7.10 \$12.45 0.00 \$52.10
LABORERS - ZONE 1

Apprentice - LABORER Demo (Group 2)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.53	\$7.10	12.45	\$0.00	\$39.08
2	70	\$22.79	\$7.10	12.45	\$0.00	\$42.34
3	80	\$26.04	\$7.10	12.45	\$0.00	\$45.59
4	90	\$29.30	\$7.10	12.45	\$0.00	\$48.85

Notes:

Apprentice to Journeyworker Ratio:1:5

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35

Apprentice - LABORER Demo (Group 3)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.68	\$7.10	12.45	\$0.00	\$39.23
2	70	\$22.96	\$7.10	12.45	\$0.00	\$42.51
3	80	\$26.24	\$7.10	12.45	\$0.00	\$45.79
4	90	\$29.52	\$7.10	12.45	\$0.00	\$49.07

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER Demo (Group 2)						
Effective Date - 12/01/2011						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.53	\$7.10	12.45	\$0.00	\$39.08
2	70	\$22.79	\$7.10	12.45	\$0.00	\$42.34
3	80	\$26.04	\$7.10	12.45	\$0.00	\$45.59
4	90	\$29.30	\$7.10	12.45	\$0.00	\$48.85
Notes:						
Apprentice to Journeyworker Ratio:1:5						

DEMO: WRECKING LABORER	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORERS - ZONE 1						

Apprentice - LABORER Demo (Group 1)						
Effective Date - 12/01/2011						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17
Notes:						
Apprentice to Journeyworker Ratio:1:5						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$53.62	\$9.80	\$17.12	0.00	\$80.54
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$57.45	\$9.80	\$17.12	0.00	\$84.37
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
2	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
3	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
4	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
5	50	\$21.19	\$13.00	10.59	\$0.00	\$44.78
6	55	\$23.30	\$13.00	10.92	\$0.00	\$47.22
7	60	\$25.42	\$13.00	11.24	\$0.00	\$49.66
8	65	\$27.54	\$13.00	11.58	\$0.00	\$52.12
9	70	\$29.66	\$13.00	11.90	\$0.00	\$54.56
10	75	\$31.78	\$13.00	12.23	\$0.00	\$57.01

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
2	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
3	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
4	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
5	50	\$21.53	\$13.00	10.60	\$0.00	\$45.13
6	55	\$23.68	\$13.00	10.93	\$0.00	\$47.61
7	60	\$25.83	\$13.00	11.25	\$0.00	\$50.08
8	65	\$27.98	\$13.00	11.59	\$0.00	\$52.57
9	70	\$30.14	\$13.00	11.91	\$0.00	\$55.05
10	75	\$32.29	\$13.00	12.25	\$0.00	\$57.54

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80 Apprentice to Journeyworker Ratio:2:3***						

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	6.96	\$0.00	\$57.70

Notes:
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	0.00	\$54.33
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FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
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FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2012	\$37.90	\$10.00	\$12.40	0.00	\$60.30
	11/01/2012	\$38.51	\$10.00	\$12.40	0.00	\$60.91
	05/01/2013	\$39.12	\$10.00	\$12.40	0.00	\$61.52
	11/01/2013	\$39.88	\$10.00	\$12.40	0.00	\$62.28
	05/01/2014	\$40.65	\$10.00	\$12.40	0.00	\$63.05

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$39.29	\$10.00	\$12.40	0.00	\$61.69
	11/01/2012	\$39.91	\$10.00	\$12.40	0.00	\$62.31
	05/01/2013	\$40.53	\$10.00	\$12.40	0.00	\$62.93
	11/01/2013	\$41.30	\$10.00	\$12.40	0.00	\$63.70
	05/01/2014	\$42.07	\$10.00	\$12.40	0.00	\$64.47
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$21.07	\$10.00	\$12.40	0.00	\$43.47
	11/01/2012	\$21.43	\$10.00	\$12.40	0.00	\$43.83
	05/01/2013	\$21.79	\$10.00	\$12.40	0.00	\$44.19
	11/01/2013	\$22.25	\$10.00	\$12.40	0.00	\$44.65
	05/01/2014	\$22.70	\$10.00	\$12.40	0.00	\$45.10
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 103</i>	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$33.23	\$10.00	\$12.40	0.00	\$55.63
	06/01/2012	\$33.70	\$10.00	\$12.40	0.00	\$56.10
	12/01/2012	\$34.23	\$10.00	\$12.40	0.00	\$56.63
	06/01/2013	\$34.88	\$10.00	\$12.40	0.00	\$57.28
	12/01/2013	\$35.54	\$10.00	\$12.40	0.00	\$57.94
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	12/01/2011	\$20.50	\$7.10	\$12.45	0.00	\$40.05
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2012	\$37.20	\$9.80	\$16.61	0.00	\$63.61

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.60	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.46	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.24	\$0.00	\$43.36
4	65	\$24.18	\$9.80	11.24	\$0.00	\$45.22
5	70	\$26.04	\$9.80	13.03	\$0.00	\$48.87
6	75	\$27.90	\$9.80	13.03	\$0.00	\$50.73
7	80	\$29.76	\$9.80	14.82	\$0.00	\$54.38
8	85	\$31.62	\$9.80	14.82	\$0.00	\$56.24

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - HOIST/PORT. ENG.- Local 4

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.74	\$10.00	0.00	\$0.00	\$31.74
2	60	\$23.71	\$10.00	12.40	\$0.00	\$46.11
3	65	\$25.69	\$10.00	12.40	\$0.00	\$48.09
4	70	\$27.66	\$10.00	12.40	\$0.00	\$50.06
5	75	\$29.64	\$10.00	12.40	\$0.00	\$52.04
6	80	\$31.62	\$10.00	12.40	\$0.00	\$54.02
7	85	\$33.59	\$10.00	12.40	\$0.00	\$55.99
8	90	\$35.57	\$10.00	12.40	\$0.00	\$57.97

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.05	\$10.00	0.00	\$0.00	\$32.05
2	60	\$24.05	\$10.00	12.40	\$0.00	\$46.45
3	65	\$26.06	\$10.00	12.40	\$0.00	\$48.46
4	70	\$28.06	\$10.00	12.40	\$0.00	\$50.46
5	75	\$30.07	\$10.00	12.40	\$0.00	\$52.47
6	80	\$32.07	\$10.00	12.40	\$0.00	\$54.47
7	85	\$34.08	\$10.00	12.40	\$0.00	\$56.48
8	90	\$36.08	\$10.00	12.40	\$0.00	\$58.48

Notes:

Apprentice to Journeyworker Ratio:1:6

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
HVAC (TESTING AND BALANCING - WATER) PIPEFITTERS LOCAL 537	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
HYDRAULIC DRILLS LABORERS - ZONE 1	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
INSULATOR (PIPES & TANKS) ASBESTOS WORKERS LOCAL 6 (BOSTON)	09/01/2011	\$40.66	\$10.40	\$11.20	0.00	\$62.26
	09/01/2012	\$42.06	\$10.40	\$11.20	0.00	\$63.66
	09/01/2013	\$43.66	\$10.40	\$11.20	0.00	\$65.26
	09/01/2014	\$45.66	\$10.40	\$11.20	0.00	\$67.26

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.33	\$10.40	8.30	\$0.00	\$39.03
2	60	\$24.40	\$10.40	8.88	\$0.00	\$43.68
3	70	\$28.46	\$10.40	9.46	\$0.00	\$48.32
4	80	\$32.53	\$10.40	10.04	\$0.00	\$52.97

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$10.40	8.30	\$0.00	\$39.73
2	60	\$25.24	\$10.40	8.88	\$0.00	\$44.52
3	70	\$29.44	\$10.40	9.46	\$0.00	\$49.30
4	80	\$33.65	\$10.40	10.04	\$0.00	\$54.09

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	04/02/2012	\$37.99	\$7.70	\$18.35	0.00	\$64.04
IRONWORKERS LOCAL 7	09/16/2012	\$38.99	\$7.70	\$18.35	0.00	\$65.04
	03/16/2013	\$40.24	\$7.70	\$18.35	0.00	\$66.29

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 04/02/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.79	\$7.70	18.35	\$0.00	\$48.84
2	70	\$26.59	\$7.70	18.35	\$0.00	\$52.64
3	75	\$28.49	\$7.70	18.35	\$0.00	\$54.54
4	80	\$30.39	\$7.70	18.35	\$0.00	\$56.44
5	85	\$32.29	\$7.70	18.35	\$0.00	\$58.34
6	90	\$34.19	\$7.70	18.35	\$0.00	\$60.24

Effective Date - 09/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.39	\$7.70	18.35	\$0.00	\$49.44
2	70	\$27.29	\$7.70	18.35	\$0.00	\$53.34
3	75	\$29.24	\$7.70	18.35	\$0.00	\$55.29
4	80	\$31.19	\$7.70	18.35	\$0.00	\$57.24
5	85	\$33.14	\$7.70	18.35	\$0.00	\$59.19
6	90	\$35.09	\$7.70	18.35	\$0.00	\$61.14

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: MASON TENDER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: TREE REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60

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Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 **City/Town:** NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$35.52	\$10.18	\$16.04	0.00	\$61.74

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$10.18	16.04	\$0.00	\$43.98
2	60	\$21.31	\$10.18	16.04	\$0.00	\$47.53
3	70	\$24.86	\$10.18	16.04	\$0.00	\$51.08
4	80	\$28.42	\$10.18	16.04	\$0.00	\$54.64
5	90	\$31.97	\$10.18	16.04	\$0.00	\$58.19

Notes:

Steps are 800 hrs.

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$46.60	\$10.18	\$17.25	0.00	\$74.03
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$10.18	17.25	\$0.00	\$50.73
2	60	\$27.96	\$10.18	17.25	\$0.00	\$55.39
3	70	\$32.62	\$10.18	17.25	\$0.00	\$60.05
4	80	\$37.28	\$10.18	17.25	\$0.00	\$64.71
5	90	\$41.94	\$10.18	17.25	\$0.00	\$69.37

Notes:

Apprentice to Journeyworker Ratio:1:3

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
MECHANICS MAINTENANCE	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
MILLWRIGHT (Zone 1)	04/01/2011	\$33.57	\$8.67	\$15.61	0.00	\$57.85
MILLWRIGHTS LOCAL 1121 - Zone 1						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	14.82	\$0.00	\$52.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2011	\$21.28	\$10.00	\$12.40	0.00	\$43.68
	06/01/2012	\$21.56	\$10.00	\$12.40	0.00	\$43.96
	12/01/2012	\$21.90	\$10.00	\$12.40	0.00	\$44.30
	06/01/2013	\$22.32	\$10.00	\$12.40	0.00	\$44.72
	12/01/2013	\$22.74	\$10.00	\$12.40	0.00	\$45.14

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$24.51	\$10.00	\$12.40	0.00	\$46.91
	06/01/2012	\$24.85	\$10.00	\$12.40	0.00	\$47.25
	12/01/2012	\$25.24	\$10.00	\$12.40	0.00	\$47.64
	06/01/2013	\$25.72	\$10.00	\$12.40	0.00	\$48.12
	12/01/2013	\$26.21	\$10.00	\$12.40	0.00	\$48.61
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

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TIMOTHY P. MURRAY
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE E. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 **City/Town:** NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2012	\$34.91	\$7.80	\$14.60	0.00	\$57.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$35.41	\$7.80	\$15.10	0.00	\$58.31
	01/01/2013	\$35.91	\$7.80	\$15.60	0.00	\$59.31

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.46	\$7.80	0.00	\$0.00	\$25.26
2	55	\$19.20	\$7.80	3.25	\$0.00	\$30.25
3	60	\$20.95	\$7.80	3.54	\$0.00	\$32.29
4	65	\$22.69	\$7.80	3.84	\$0.00	\$34.33
5	70	\$24.44	\$7.80	12.83	\$0.00	\$45.07
6	75	\$26.18	\$7.80	13.13	\$0.00	\$47.11
7	80	\$27.93	\$7.80	13.42	\$0.00	\$49.15
8	90	\$31.42	\$7.80	14.01	\$0.00	\$53.23

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.80	0.00	\$0.00	\$25.51
2	55	\$19.48	\$7.80	3.38	\$0.00	\$30.66
3	60	\$21.25	\$7.80	3.69	\$0.00	\$32.74
4	65	\$23.02	\$7.80	4.00	\$0.00	\$34.82
5	70	\$24.79	\$7.80	13.26	\$0.00	\$45.85
6	75	\$26.56	\$7.80	13.56	\$0.00	\$47.92
7	80	\$28.33	\$7.80	13.87	\$0.00	\$50.00
8	90	\$31.87	\$7.80	14.49	\$0.00	\$54.16

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2012	\$32.97	\$7.80	\$14.60	0.00	\$55.37
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$33.47	\$7.80	\$15.10	0.00	\$56.37
	01/01/2013	\$33.97	\$7.80	\$15.60	0.00	\$57.37

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.49	\$7.80	0.00	\$0.00	\$24.29
2	55	\$18.13	\$7.80	3.25	\$0.00	\$29.18
3	60	\$19.78	\$7.80	3.54	\$0.00	\$31.12
4	65	\$21.43	\$7.80	3.84	\$0.00	\$33.07
5	70	\$23.08	\$7.80	12.83	\$0.00	\$43.71
6	75	\$24.73	\$7.80	13.13	\$0.00	\$45.66
7	80	\$26.38	\$7.80	13.42	\$0.00	\$47.60
8	90	\$29.67	\$7.80	14.01	\$0.00	\$51.48

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$7.80	0.00	\$0.00	\$24.54
2	55	\$18.41	\$7.80	3.38	\$0.00	\$29.59
3	60	\$20.08	\$7.80	3.69	\$0.00	\$31.57
4	65	\$21.76	\$7.80	4.00	\$0.00	\$33.56
5	70	\$23.43	\$7.80	13.26	\$0.00	\$44.49
6	75	\$25.10	\$7.80	13.56	\$0.00	\$46.46
7	80	\$26.78	\$7.80	13.87	\$0.00	\$48.45
8	90	\$30.12	\$7.80	14.49	\$0.00	\$52.41

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) <i>LABORERS - ZONE 1</i>	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
PAINTER / TAPER (BRUSH, NEW) *	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$34.01	\$7.80	\$15.10	0.00	\$56.91
	01/01/2013	\$34.51	\$7.80	\$15.60	0.00	\$57.91

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.01	\$7.80	0.00	\$0.00	\$24.81
2	55	\$18.71	\$7.80	3.38	\$0.00	\$29.89
3	60	\$20.41	\$7.80	3.69	\$0.00	\$31.90
4	65	\$22.11	\$7.80	4.00	\$0.00	\$33.91
5	70	\$23.81	\$7.80	13.26	\$0.00	\$44.87
6	75	\$25.51	\$7.80	13.56	\$0.00	\$46.87
7	80	\$27.21	\$7.80	13.87	\$0.00	\$48.88
8	90	\$30.61	\$7.80	14.49	\$0.00	\$52.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 **City/Town:** NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 - ZONE 2	01/01/2012	\$31.57	\$7.80	\$14.60	0.00	\$53.97
	07/01/2012	\$32.07	\$7.80	\$15.10	0.00	\$54.97
	01/01/2013	\$32.57	\$7.80	\$15.60	0.00	\$55.97

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Governor
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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.79	\$7.80	0.00	\$0.00	\$23.59
2	55	\$17.36	\$7.80	3.25	\$0.00	\$28.41
3	60	\$18.94	\$7.80	3.54	\$0.00	\$30.28
4	65	\$20.52	\$7.80	3.84	\$0.00	\$32.16
5	70	\$22.10	\$7.80	12.83	\$0.00	\$42.73
6	75	\$23.68	\$7.80	13.13	\$0.00	\$44.61
7	80	\$25.26	\$7.80	13.42	\$0.00	\$46.48
8	90	\$28.41	\$7.80	14.01	\$0.00	\$50.22

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.04	\$7.80	0.00	\$0.00	\$23.84
2	55	\$17.64	\$7.80	3.38	\$0.00	\$28.82
3	60	\$19.24	\$7.80	3.69	\$0.00	\$30.73
4	65	\$20.85	\$7.80	4.00	\$0.00	\$32.65
5	70	\$22.45	\$7.80	13.26	\$0.00	\$43.51
6	75	\$24.05	\$7.80	13.56	\$0.00	\$45.41
7	80	\$25.66	\$7.80	13.87	\$0.00	\$47.33
8	90	\$28.86	\$7.80	14.49	\$0.00	\$51.15

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$30.78	\$8.56	\$7.27	0.00	\$46.61
	06/01/2012	\$31.08	\$8.56	\$7.27	0.00	\$46.91
	08/01/2012	\$31.08	\$8.91	\$7.27	0.00	\$47.26
	12/01/2012	\$31.38	\$8.91	\$8.00	0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.98	\$8.08	17.12	\$0.00	\$48.18
2	65	\$24.90	\$8.08	17.12	\$0.00	\$50.10
3	70	\$26.81	\$8.08	17.12	\$0.00	\$52.01
4	75	\$28.73	\$8.08	17.12	\$0.00	\$53.93
5	80	\$30.64	\$8.08	17.12	\$0.00	\$55.84
6	85	\$32.56	\$8.08	17.12	\$0.00	\$57.76
7	90	\$34.47	\$8.08	17.12	\$0.00	\$59.67
8	95	\$36.39	\$8.08	17.12	\$0.00	\$61.59

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.74	\$8.75	6.50	\$0.00	\$33.99
2	45	\$21.08	\$8.75	14.39	\$0.00	\$44.22
3	60	\$28.10	\$8.75	14.39	\$0.00	\$51.24
4	70	\$32.79	\$8.75	14.39	\$0.00	\$55.93
5	80	\$37.47	\$8.75	14.39	\$0.00	\$60.61

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.24	\$8.75	6.50	\$0.00	\$34.49
2	45	\$21.64	\$8.75	14.39	\$0.00	\$44.78
3	60	\$28.85	\$8.75	14.39	\$0.00	\$51.99
4	70	\$33.66	\$8.75	14.39	\$0.00	\$56.80
5	80	\$38.47	\$8.75	14.39	\$0.00	\$61.61

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
PLUMBERS & GASFITTERS	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
PLUMBERS & GASFITTERS LOCAL 12	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER - Local 12

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.38	\$9.32	4.97	\$0.00	\$30.67
2	40	\$18.72	\$9.32	5.61	\$0.00	\$33.65
3	55	\$25.75	\$9.32	7.53	\$0.00	\$42.60
4	65	\$30.43	\$9.32	8.81	\$0.00	\$48.56
5	75	\$35.11	\$9.32	10.09	\$0.00	\$54.52

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.82	\$9.32	4.97	\$0.00	\$31.11
2	40	\$19.22	\$9.32	5.61	\$0.00	\$34.15
3	55	\$26.43	\$9.32	7.53	\$0.00	\$43.28
4	65	\$31.24	\$9.32	8.81	\$0.00	\$49.37
5	75	\$36.05	\$9.32	10.09	\$0.00	\$55.46

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$51.54 Step5 with lic\$57.49

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
PIPEFITTERS LOCAL 537	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORERS - ZONE 1						
POWDERMAN & BLASTER	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
LABORERS - ZONE 1						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 05/09/2012

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	0.00	\$36.81

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) ROOFERS LOCAL 33	02/01/2012	\$35.56	\$10.50	\$10.70	0.00	\$56.76
	08/01/2012	\$36.56	\$10.50	\$10.70	0.00	\$57.76
	02/01/2013	\$37.56	\$10.50	\$10.70	0.00	\$58.76

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TIMOTHY P. MURRAY
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$10.50	3.38	\$0.00	\$31.66
2	60	\$21.34	\$10.50	10.70	\$0.00	\$42.54
3	65	\$23.11	\$10.50	10.70	\$0.00	\$44.31
4	75	\$26.67	\$10.50	10.70	\$0.00	\$47.87
5	85	\$30.23	\$10.50	10.70	\$0.00	\$51.43

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.28	\$10.50	3.38	\$0.00	\$32.16
2	60	\$21.94	\$10.50	10.70	\$0.00	\$43.14
3	65	\$23.76	\$10.50	10.70	\$0.00	\$44.96
4	75	\$27.42	\$10.50	10.70	\$0.00	\$48.62
5	85	\$31.08	\$10.50	10.70	\$0.00	\$52.28

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2012	\$35.81	\$10.50	\$10.70	0.00	\$57.01
ROOFERS LOCAL 33	08/01/2012	\$36.81	\$10.50	\$10.70	0.00	\$58.01
	02/01/2013	\$37.81	\$10.50	\$10.70	0.00	\$59.01

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER (Slate/Tile/Precast Concrete) - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.91	\$10.50	3.38	\$0.00	\$31.79
2	60	\$21.49	\$10.50	10.70	\$0.00	\$42.69
3	65	\$23.28	\$10.50	10.70	\$0.00	\$44.48
4	75	\$26.86	\$10.50	10.70	\$0.00	\$48.06
5	85	\$30.44	\$10.50	10.70	\$0.00	\$51.64

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.41	\$10.50	3.38	\$0.00	\$32.29
2	60	\$22.09	\$10.50	10.70	\$0.00	\$43.29
3	65	\$23.93	\$10.50	10.70	\$0.00	\$45.13
4	75	\$27.61	\$10.50	10.70	\$0.00	\$48.81
5	85	\$31.29	\$10.50	10.70	\$0.00	\$52.49

Notes:

Apprentice to Journeyworker Ratio:**

SHEETMETAL WORKER	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-85

City/Town: NEWTON

Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.32	\$9.82	3.74	\$0.00	\$29.88
2	45	\$18.36	\$9.82	7.45	\$1.07	\$36.70
3	50	\$20.40	\$9.82	8.42	\$1.16	\$39.80
4	60	\$24.47	\$9.82	9.60	\$1.32	\$45.21
5	65	\$26.51	\$9.82	10.32	\$1.40	\$48.05
6	75	\$30.59	\$9.82	11.76	\$1.57	\$53.74
7	85	\$34.67	\$9.82	12.69	\$1.72	\$58.90

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.82	\$9.82	3.74	\$0.00	\$30.38
2	45	\$18.92	\$9.82	7.45	\$1.09	\$37.28
3	50	\$21.02	\$9.82	8.42	\$1.18	\$40.44
4	60	\$25.22	\$9.82	9.60	\$1.34	\$45.98
5	65	\$27.33	\$9.82	10.32	\$1.42	\$48.89
6	75	\$31.53	\$9.82	11.76	\$1.59	\$54.70
7	85	\$35.73	\$9.82	12.69	\$1.75	\$59.99

Notes:

Steps 1-3 are 1 year; Steps 4-7 are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2009	\$24.81	\$7.07	\$5.90	0.00	\$37.78
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE P. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2009

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.41	\$7.07	0.00	\$0.00	\$19.48
2	55	\$13.65	\$7.07	2.40	\$0.00	\$23.12
3	60	\$14.89	\$7.07	2.40	\$0.00	\$24.36
4	65	\$16.13	\$7.07	2.40	\$0.00	\$25.60
5	70	\$17.37	\$7.07	5.90	\$0.00	\$30.34
6	75	\$18.61	\$7.07	5.90	\$0.00	\$31.58
7	80	\$19.85	\$7.07	5.90	\$0.00	\$32.82
8	85	\$21.09	\$7.07	5.90	\$0.00	\$34.06
9	90	\$22.33	\$7.07	5.90	\$0.00	\$35.30

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio: 1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2011	\$31.24	\$8.56	\$7.27	0.00	\$47.07
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2011	\$31.53	\$8.56	\$7.27	0.00	\$47.36
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.83	\$8.56	\$7.27	0.00	\$47.66
	08/01/2012	\$31.83	\$8.91	\$7.27	0.00	\$48.01
	12/01/2012	\$32.13	\$8.91	\$8.00	0.00	\$49.04

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2012	\$51.58	\$8.42	\$11.60	0.00	\$71.60
SPRINKLER FITTERS LOCAL 550	09/01/2012	\$52.58	\$8.42	\$11.60	0.00	\$72.60
	03/01/2013	\$53.58	\$8.42	\$11.60	0.00	\$73.60

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SPRINKLER FITTER - Local 550						
Effective Date - 03/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.05	\$8.42	7.85	\$0.00	\$34.32
2	40	\$20.63	\$8.42	7.85	\$0.00	\$36.90
3	45	\$23.21	\$8.42	7.85	\$0.00	\$39.48
4	50	\$25.79	\$8.42	7.85	\$0.00	\$42.06
5	55	\$28.37	\$8.42	7.85	\$0.00	\$44.64
6	60	\$30.95	\$8.42	7.85	\$0.00	\$47.22
7	65	\$33.53	\$8.42	7.85	\$0.00	\$49.80
8	70	\$36.11	\$8.42	7.85	\$0.00	\$52.38
9	75	\$38.69	\$8.42	7.85	\$0.00	\$54.96
10	80	\$41.26	\$8.42	7.85	\$0.00	\$57.53
Effective Date - 09/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	7.85	\$0.00	\$34.67
2	40	\$21.03	\$8.42	7.85	\$0.00	\$37.30
3	45	\$23.66	\$8.42	7.85	\$0.00	\$39.93
4	50	\$26.29	\$8.42	7.85	\$0.00	\$42.56
5	55	\$28.92	\$8.42	7.85	\$0.00	\$45.19
6	60	\$31.55	\$8.42	7.85	\$0.00	\$47.82
7	65	\$34.18	\$8.42	7.85	\$0.00	\$50.45
8	70	\$36.81	\$8.42	7.85	\$0.00	\$53.08
9	75	\$39.44	\$8.42	7.85	\$0.00	\$55.71
10	80	\$42.06	\$8.42	7.85	\$0.00	\$58.33

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
2	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
3	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
4	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
5	50	\$15.89	\$13.00	9.76	\$0.00	\$38.65
6	55	\$17.48	\$13.00	10.01	\$0.00	\$40.49
7	60	\$19.07	\$13.00	10.26	\$0.00	\$42.33
8	65	\$20.66	\$13.00	10.50	\$0.00	\$44.16
9	70	\$22.25	\$13.00	10.75	\$0.00	\$46.00
10	75	\$23.84	\$13.00	11.00	\$0.00	\$47.84

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
2	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
3	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
4	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
5	50	\$16.15	\$13.00	9.77	\$0.00	\$38.92
6	55	\$17.76	\$13.00	10.02	\$0.00	\$40.78
7	60	\$19.37	\$13.00	10.27	\$0.00	\$42.64
8	65	\$20.99	\$13.00	10.52	\$0.00	\$44.51
9	70	\$22.60	\$13.00	10.77	\$0.00	\$46.37
10	75	\$24.22	\$13.00	11.02	\$0.00	\$48.24

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						
TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$45.50	\$10.18	\$17.25	0.00	\$72.93

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.75	\$10.18	17.25	\$0.00	\$50.18
2	60	\$27.30	\$10.18	17.25	\$0.00	\$54.73
3	70	\$31.85	\$10.18	17.25	\$0.00	\$59.28
4	80	\$36.40	\$10.18	17.25	\$0.00	\$63.83
5	90	\$40.95	\$10.18	17.25	\$0.00	\$68.38
Notes:						
Steps are 800 hrs.						
Apprentice to Journeyworker Ratio:1:3						

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$33.05	\$7.10	\$12.60	0.00	\$52.75
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85
Description of Work: Horace Mann Elementary School Window Replacement Works
City/Town: NEWTON

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TEST BORING DRILLER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	12.60	\$0.00	\$39.53
2	70	\$23.14	\$7.10	12.60	\$0.00	\$42.84
3	80	\$26.44	\$7.10	12.60	\$0.00	\$46.14
4	90	\$29.75	\$7.10	12.60	\$0.00	\$49.45

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 City/Town: NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TEST BORING LABORER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.10	12.60	\$0.00	\$38.69
2	70	\$22.16	\$7.10	12.60	\$0.00	\$41.86
3	80	\$25.32	\$7.10	12.60	\$0.00	\$45.02
4	90	\$28.49	\$7.10	12.60	\$0.00	\$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.82	\$8.56	\$7.27	0.00	\$47.65
	06/01/2012	\$32.12	\$8.56	\$7.27	0.00	\$47.95
	08/01/2012	\$32.12	\$8.91	\$7.27	0.00	\$48.30
	12/01/2012	\$32.42	\$9.07	\$8.00	0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	12/01/2011	\$44.08	\$7.10	\$13.00	0.00	\$64.18
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	12/01/2011	\$46.08	\$7.10	\$13.00	0.00	\$66.18
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	12/01/2011	\$36.15	\$7.10	\$13.00	0.00	\$56.25

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-85 **City/Town:** NEWTON
Description of Work: Horace Mann Elementary School Window Replacement Works

Job Location: 687 Watertown Street

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2011	\$38.15	\$7.10	\$13.00	0.00	\$58.25
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.24	\$8.56	\$7.27	0.00	\$47.07
	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT

& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5th FL., BOSTON, MA. 02108

END OF SECTION

Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

SECTION 01 10 00

SCOPE OF THE WORK

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 LOCATION OF WORK

- A. The work of this Contract shall be performed at the Horace Mann Elementary School, Newtonville, Massachusetts.

1.03 GENERAL SCOPE OF WORK

- A. The work to be done consists:
 - 1. Removal and replacement of the existing metal windows with aluminum windows at the original building.
 - 2. Removal and replacement of existing storm windows at 2 modular classrooms with new vinyl windows.
 - 3. At the new vinyl windows, reconstruction of the wood framed walls in necessary and will include wood framing, exterior wood siding, insulation and painted GWB finish on the interior.
 - 4. At the modular classrooms where windows are to be replaced, care and effort must be made to protect all existing, adjacent finish surfaces to remain including carpet, ceilings and walls. This protection must be in place when temporary shoring is installed and during the demolition and reconstruction efforts.

WINDOW REPLACEMENT HORACE MANN ELEMENTARY SCHOOL NEWTONVILLE, MASSACHUSETTS

- B. The General Contractor shall furnish and do everything, except as otherwise provided by specific notations herein or on the drawings, necessary to complete the work in accordance with the Plans and Project Manual. He shall furnish all plant, labor, materials, supplies, tools, water, machinery, implements, light, power, transportation, and other facilities required, and do all work necessary for the complete execution and completion of the Contract, except that work or materials specifically stated to be done or furnished by others.
- C. All work and materials furnished and installed shall be of the best quality and workmanship, and to the satisfaction of the Architect. There shall be no defect in the work or the operation thereof due to inferior materials or the workman like placing of any part. The work under this contract shall be performed at such times as may be necessary to facilitate the orderly progress of the work. It is the intention of these Specifications and Plans to cover all work necessary and incidental to the completion of this project, including all trades, as shown on the drawings or specified.
- D. Contractor shall do all necessary cutting and patching of structural and finish work as necessary to provide the finished results shown on the Contract Drawings and as herein specified.

1.04 LIST OF DRAWINGS dated May 17, 2012

HORACE MANN ELEMENTARY SCHOOL – WINDOW REPLACEMENT

<u>Plan No.</u>	<u>Description</u>
GENERAL	
T1.0	TITLE SHEET
DEMOLITION	
D1.0	EXTERIOR ELEVATIONS - DEMOLITION
ARCHITECTURAL	
A1.0	EXTERIOR ELEVATIONS - NEW WORK
A2.0	WINDOW TYPES AND SECTIONS
A2.1	WINDOW DETAILS

END OF SECTION

SECTION 01 31 00

CONSTRUCTION SCHEDULING AND PHASING

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 DESCRIPTION OF WORK

- A. This Section specifies the construction phasing and scheduling of the work. The construction period is expected to run for the period between June 4, 2012 and shall extend through August 20, 2012. The site will be available for work from June 4, 2012 until August 20, 2012. Work on site is limited to the summer recess period.
- B. This Section also specifies the requirements and limitations that will be imposed during the execution of the work. Before any construction commences, the contractor must submit a schedule that identifies weekly activities for the duration of the project for approval by the Architect and Owner.

1.03 SUBMITTALS

- A. The Contractor shall submit to the Architect for approval, a Construction Schedule in accordance with the requirements and limitations hereinafter specified.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 COORDINATION

- A. Upon receipt of bids and execution of the contract the contractor shall submit all materials and shop drawings for review and approval. The work of removal, modifications and/or replacement of materials and equipment shall not proceed until all new items are on site.
- B. During the initial stage of the project, a mandatory coordination meeting will be scheduled to discuss the awareness for all subcontractors to provide a continuous air barrier.
- C. The facility will be occupied when school opens up in September. Therefore, the quantity of space that will be available to the contractor for window installation will be limited during the year while it is in session. During the year, the contract work shall be completed in the limited spaces during second shift operations to avoid work while the building is occupied.
- D. During the course of the work the Contractor shall, through a series of weekly meetings, continually appraise the Architect and the Facility Representative on the progress of the work and the scheduling of work yet to be done.

- E. The Contractor shall coordinate his work with the Horace Mann Elementary School Administration in order that disruption to traffic flows and schedules are held to a minimum.
- F. The work of installing new window units shall proceed as per the limitations stated in 1.02.A. Remove and replace window shades, blinds or drapes as the work progresses.
- G. Work of removal of existing construction shall not start until all components of new window units are on the site and ready for installation.
- H. Immediately after existing construction has been removed from one opening, the new window installation shall proceed to completion before existing construction is removed from the next opening. See 1.02.A for further description of phasing requirements.

3.02 LIMITATIONS

- A. Sewer, water, gas and electric services to the building shall not be disconnected or disrupted during the course of performing the work under this Contract except during unoccupied hours when approved by the Owner.
- B. Contractor's employee parking will be limited to areas designated on the site.
- C. Contractor's storage area shall be confined to the areas designated on the site.
- D. The Contractor shall consult with the Chief of the City of Newton Fire Department on details or access routes for fire/emergency vehicles and appropriate signs (warning and information).
- E. The Contractor shall coordinate his work with the Building Administration to prevent pedestrian or vehicle traffic problems on the properties. Demolition should not present problems for fire or ambulance access to the building entrances.
- F. Drilling, jack hammering and like noisy operations shall not be performed directly under or adjacent to occupied spaces. The contractor shall consult with the Architect and Owner and ascertain when spaces will be unoccupied at which time such operations may be performed.
- G. Temporary entrances and fencing required to provide safe legal exits and entrance to the building shall be constructed as necessary and shall be completed and inspected and approved by the Building Commissioner.
- H. Exits shall be properly lighted and maintained clear of construction at all times.
- I. No construction materials shall be stored in such a way as to interfere with entrance and exits to the building and access to walks and play fields.
- I. The work scheduled under this contract shall be substantially complete on or before August 31, 2012.

3.03 SCHEDULE OF WORK

- A. Contractor shall meet with the architect and building administration to establish space availability for the work under this contract. The contractor shall then submit to the Architect for approval a construction schedule. The schedule shall indicate the tasks to be performed with a time schedule indicating the start and completion date of each task.

END OF SECTION

SECTION 01 70 00

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 FINAL CLEANING

- A. Unless otherwise specified under the various sections of the specifications, the general contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Maintain project site free from accumulations of waste, debris, and rubbish, caused by operations. At completion of work, remove water, materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- C. Cleaning shall include all surfaces, interior and exterior in which the general contractor has performed work and has used as access to areas where work was performed whether existing or new.
- D. Refer to sections of the specifications for cleaning of specific products or work.
- E. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- F. Use only those cleaning materials and methods that are recommended by the manufacturer or surface material to be cleaned.
- G. Employ experienced workmen, or professional cleaners, for final cleaning operations.
- H. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

1.03 RECORD DRAWINGS

- A. Record drawings shall consist of all the contract drawings.
- B. The general contractor shall be required to maintain one set of record drawings, as the work relates to their sections of the specifications at the site.
- C. The record drawings shall be stored and maintained in the general contractor's office apart from other documents used for construction. The record drawings shall be maintained in a clean, dry and legible condition and shall not be used for construction purposes.

- D. Record drawings, as submitted by the general contractor, shall be verified in the field by the Architect or his consultants. Verification by the Architect shall occur during the construction process and prior to the related work being completed and covered up.
- E. The record drawing shall be available at all time for inspection by the Architects. All deficiencies noted shall be promptly corrected.
- F. The following information shall be indicated on the record drawings:
 - 1. Record all changes, including change orders, in the location, size, number and type both horizontally and vertically of all elements of the project which deviate from those indicated on all the contract drawings.
 - 2. The tolerance for the actual location of utilities and appurtenances within the building to be marked on the record drawings shall be plus or minus two (2) inches.
 - 3. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at ten (10) feet intervals and at all changes of direction.
 - 4. The location of all internal utilities and appurtenances, concealed by finish materials, including but, not limited to valves, coils, dampers, vents cleanouts, strainers, pipes, junction boxes, turning vanes, variable and constant volume boxes, ducts, traps and maintenance devices. The location of these internal utilities, appurtenances and devices shall be shown by offsets to the column grid lines on the drawings.
 - 5. Each of the utilities and appurtenances shall be referenced by showing a tag number, area served and function on the record drawings.
- G. At the end of each month and before payment for materials installed, the general contractor, his subcontractors, and the Architect shall review record drawings for purpose of payment. IF THE CHANGES IN LOCATION OF ALL INSTALLED ELEMENTS ARE NOT SHOWN ON THE RECORD DRAWINGS AND VERIFIED IN THE FIELD, THEN THE MATERIAL SHALL NOT BE CONSIDERED AS INSTALLED AND PAYMENT WILL BE WITHHELD.
- H. At the completion of the contract, each subcontractor shall submit to the general contractor a complete set of his respective record drawings indicating all changes. After checking the above drawings, the general contractor shall certify in writing on the title sheet of the drawings that they are complete and correct and shall submit the record drawings to the Architect. The contractor shall submit an electronic version of the Record Drawings along with a hard copy.

1.04 CLOSEOUT REQUIREMENTS AND SUBMITTALS

- A. Final Inspection:
 - 1. The general contractor shall submit written certification that:
 - a) Project has been inspected for compliance with contract documents and has satisfied the Building Department and local Fire Department.
 - b) Equipment and systems have been tested in the presence of Architect and are operational and satisfactory.
 - c) Project is completed, and ready for final inspection.
 - 2. Building Department Use and Occupancy Permit:
 - a) Arrange for a final inspection and secure the signed Certificate of Inspection for Use and Occupancy from the Building Department.

1.05 GUARANTEES AND WARRANTIES

- A. Submit to the Architect all extended guarantees and warranties that have been specified in various, individual sections of the specifications.

END OF SECTION

SECTION 02 28 20

ASBESTOS AND POLYCHLORINATED BIPHENYL (PCB'S) REMEDATION

PART 1 - GENERAL

1.1 CONDITIONS

- A. The GENERAL REQUIREMENTS, DIVISION 1, and BIDDING AND CONTRACT REQUIREMENTS, DIVISION 0, are hereby made a part of this Specification Section.
- B. The sections of these specifications entitled "Special Conditions," "Minimum Wage Determination," and Division 1, "General Requirements" shall apply and are hereby made a part of this section of the Specifications.
- C. Examine all Drawings and all Sections of the Specifications for requirements therein affecting the work and this Section. The exact scope of work of this bidder cannot be determined without a thorough review of all specification sections and other contract documents.

1.2 RELATED WORK UNDER OTHER SECTIONS

- A. Section 08 50 00 Aluminum Windows

1.3 DESCRIPTION OF WORK

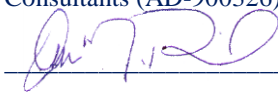
- A. The work includes the complete removal and disposal of all windows as indicated in Part 3 of this Section. Caulking was assumed to contain asbestos and found to contain Polychlorinated Biphenyl (PCB's) >50ppm.

1.4 POTENTIAL HAZARD & DEBRIS

- A. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM/PCB's, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne fibers. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.
- B. If the Contractor failed to comply with the requirements of the specifications, the Owner's Representative (Industrial Hygienist) may present a written stop of work order. The Contractor must immediately and automatically stop all work until authorized in writing by the IH to commence work.

1.5 DEFINITIONS

- A. Abatement: Procedures to control fiber release from ACM. Includes encapsulation, enclosure, and removal.
- B. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- C. Area Monitoring: Sampling of asbestos/PCB's fiber concentrations within the control area and outside the control area, which is representative of the airborne concentrations of fibers, which may reach the breathing zone.
- D. Asbestos: The name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure are incombustible and are separable into fibers. Asbestos includes Chrysotile, Crocidolite, Amosite, Anthophyllite, and Actinolite.
- E. ACM: Any material containing more than 1% or greater by weight of asbestos of any type or mixture of types. State laws may vary in their definition of asbestos containing material.

- F. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
- G. Critical Barrier: A solid, impermeable partition erected so as to constitute a work area closure; the outer perimeter of a work area, usually erected across corridors or other open spaces to complete containment.
- H. Designer: Commonwealth of Massachusetts licensed Designer Ammar Dieb, Universal Environmental Consultants (AD-900326)
- 
- I. Enclosure: All herein specified procedures necessary to complete enclosure of all ACM behind airtight, impermeable, permanent barriers.
- J. Friable Asbestos Material: Material that contains more than one percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- K. HEPA Filter: A High Efficiency Particulate Absolute (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- L. Industrial Hygienist: An industrial hygienist certified in the Commonwealth of Massachusetts to perform air monitoring.
- M. Polychlorinated Biphenyl (PCB's): PCB's are manmade chemicals that were widely produced and distributed across the country from the 1950s to 1977 until the production of PCB's was banned by the US Environmental Protection Agency (EPA) law which became effective in 1978. PCB's are a class of chemicals made up of more than 200 different compounds. PCB's are non-flammable, stable, and good insulators so they were widely used in a variety of products including: electrical transformers and capacitors, cable and wire coverings, sealants and caulking, and household products such as television sets and fluorescent light fixtures. Because of their chemical properties, PCB's are not very soluble in water and they do not break down easily in the environment. PCB's also do not readily evaporate into air but tend to remain as solids or thick liquids. Even though PCB's have not been produced or used in the country for more than 30 years, they are still present in the environment in the air, soil, and water and in our food. EPA requires that all construction waste including caulking must be disposed as PCB's if PCB's level exceed 50 mg/kg (ppm).
- N. Removal: All herein specified procedures necessary to remove all ACM/PCB's from the designated areas and to dispose of these materials at an acceptable site.
- O. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- P. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- Q. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos contaminated waste.
- R. Work Area: Any area indicated on the Drawings as abatement areas or as areas containing friable material.
- S. Worker Decontamination Enclosure System: A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

1.6 CONTRACTOR'S USE OF THE EXISTING BUILDING

- A. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials, unless authorized in writing by the Owner.
- B. Smoking or open fires will not be permitted within the building enclosure or on the premises.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Provide a full time Site Supervisor for work under this Section with all appropriate state licenses, who is experienced in administration and supervision of abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Competent Person as required by 29 CFR 1926 for the Contractor and is the Contractor's representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to ACM. This person shall have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, have had a minimum of two years on the job training and meet all additional requirements set forth in 29 CFR 1926 for a Competent Person.
- B. The Site Supervisor must be certified by the State of Massachusetts. Contractor shall provide proof of such certification to the Industrial Hygienist not less than 10 days prior to commencing any work.

1.8 SPECIAL REPORTS

- A. Except as otherwise indicated, submit special reports directly to the Industrial Hygienist within one day of occurrence requiring special report, with copies to all others affected by the occurrence.
- B. When an event of unusual and significant nature occurs at the site (examples: failure of negative pressure system, rupture of temporary enclosures, unauthorized entry into work areas), prepare and submit a special report listing date and time of event, chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise the Industrial Hygienist in advance at earliest possible date.
- C. Prepare and submit special reports of significant accidents, at the site and anywhere else work is in progress related to this project. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.9 CONTINGENCY PLAN

- A. Prepare a contingency plan for emergencies including fire, accident, power failure or any other event that may require modification of decontamination or work area isolation procedures. Include in the plan specific procedures for decontamination or work area isolation. A copy of the plan shall be submitted to and approved by the Industrial Hygienist prior to any work being done.
- B. Post in the clean room of the decontamination unit and in the Contractor's office trailer telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital and police.

1.10 PERMITS AND NOTIFICATIONS

- A. Secure necessary permits in conjunction with asbestos removal, hauling, and disposition and provide timely notification as may be required by federal, state, regional, and local authorities. Notify the Department of Environmental Protection (DEP), Environmental Protection Agency (EPA) Pursuant to 40 CFR 761.61(a) and (c), and 761.79(h) of the Toxic Substances Control Act (TSCA) and the Massachusetts Department of Labor Standards (DLS) and provide copies of the notification to the Industrial Hygienist and the State Environmental Regulatory Agency 10 working days (Document Submission Date) prior to commencement of the work.
- B. No later than the Document Submission Date, notify the local fire, police and Health Departments, in writing, of proposed abatement work. Advise the fire department of the nature of the abatement work, and the necessity that all firefighting personnel who may enter the work site in the case of fire wear self-contained breathing apparatus. Provide one copy of the notices to the Industrial Hygienist prior to commencing the work.

- C. No later than the Document Submission Date, submit proof satisfactory to the Industrial Hygienist that all required permits and arrangements for transport and disposal of asbestos/PCB's containing or contaminated materials, supplies, and the like have been obtained.
- D. The Contractor shall submit to the Consultant and City the plan for managing the waste including all collection, storage, disposal and decontamination practices/waste disposal at least seven days prior to commencement of work.
- E. Perform PCB related Work in accordance with EPA Regulations at 40 CFR 761.1 (Toxic Substances Control Act), MADEP Hazardous Waste Regulations 310 CMR 30, OSHA Regulations at 29 CFR 1910.1000, as specified herein. Where more stringent requirements are specified, adhere to the more stringent requirements.
- F. The Contractor must maintain current certificates of training, licenses or registrations pursuant to OSHA, MADEP and EPA regulations for all Work related to this Project, including the removal, handling, transport, and disposal of hazardous and industrial waste.
- G. The Contractor shall be prepared to obtain an EPA ID number if so directed by the City.

1.11 SAFETY COMPLIANCE

- A. Comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos/PCB's waste materials.
- B. Comply with the applicable requirements of the current issue of 29CFR 1926.1101 and 40CFR 61, Subparts A and B. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work.

1.12 RESPIRATOR PROGRAM

- A. Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1926.1101 (h), 1926.103, and 1910.134.

1.13 PERSONNEL PROTECTION

- A. Prior to commencement of work, workers shall be instructed in and shall be knowledgeable of the hazards of exposure; use and fitting of respirators; use of showers; entry and exit from work areas, and all aspects of work procedures and protective measures.
- B. All abatement workers shall receive training and shall be accredited as required by 40 CFR 763.90(g). Training and accreditation shall be in accordance with 40 CFR 763, Appendix C to Subpart E. Training shall also be provided to meet the requirements of OSHA Regulations contained in 29 CFR 1926 and all training required Pursuant to 40 CFR 761.61(a) and (c), and 761.79(h) of the Toxic Substances Control Act (TSCA).
- C. Prior to the start of work, the Contractor shall provide medical examinations for all employees in accordance with 29CFR 1926.1101 (m). All employees hired by the Contractor after start of work shall have medical examinations in accordance with this paragraph before being put to work.
- D. Maintain complete and accurate records of employee's medical examinations, during employment and make records of the required medical examinations available for inspection and copying to: The Assistant Secretary of OSHA, the Director of The National Institute for Occupation Safety and Health (NIOSH), authorized representatives of either of them, and an employee's physician upon the request of the employee or former employee.

- E. Provide personnel exposed to airborne concentrations of asbestos fibers with fire retardant disposable protective whole body clothing, head coverings, gloves, and foot coverings. Provide gloves to protect hands. Make sleeves secure at the wrists and make foot coverings secure at the ankles by the use of tape. Contractor shall require and monitor the use of complete protective clothing. A competent person designated by the Contractor in accordance with 29CFR 1926.1101 shall periodically examine protective clothing worn by employees in the work area for rips or tears. When rips or tears are detected, they shall be immediately mended or replaced.
- F. Provide goggles to personnel engaged in operations when the use of a full-face respirator is not required.
- G. Provide authorized visitors with suitable protective clothing, headgear, eye protection and footwear, whenever they are required to enter the work area, to a maximum of 3 changes for 3 visitors per day. One of the sets of protective clothing shall be available for full time use by the Industrial Hygienist.
- H. Provide all persons with personally issued and marked respiratory equipment approved by NIOSH and OSHA. The appropriate respiratory protection shall be selected according to the most recent Massachusetts regulations.
- I. Once all visible material has been removed during decontamination, cartridge type respirators will be allowed during the final cleanup provided the measured airborne concentrations do not exceed 0.1 fibers per cubic centimeter. Where respirators with disposable filters are employed, provide sufficient filters for replacement as required by the worker or applicable regulation.
- J. If the permissible respirators fail to provide sufficient protection against volatile emitted by any sealant used, the services of a qualified industrial hygienist will be procured, at the Contractor's expense, to determine proper respiratory protection. The Owner and Industrial Hygienist will not be liable for the cost of increased respiratory protection.
- K. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services. All personnel wearing negative pressure respirators shall have respirator fit tests within the last six months and signed statements shall be available.

1.14 REFERENCE STANDARDS

- A. Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Requirements of this Section shall in no way invalidate the minimum requirements of the referenced standards. Comply with the provisions of the following codes and standards, except as otherwise shown or specified. Where conflict among requirements or with this Section exists, the more stringent requirements shall apply.
- B. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA) requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- C. U.S. Environmental Protection Agency (EPA) requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- D. U.S. Department of Environmental Protection (DEP) and the Massachusetts Department of Labor and Standards (DLS).
- E. EPA 40 CFR 761.61(a) and (c), and 761.79(h) of the Toxic Substances Control Act (TSCA)

1.15 SUBMITTALS

- A. No work shall commence until the Contractor submit 3 copies of completed submittals not less than the Document Submission Date.
- B. Submit all required licenses and certification required under MGLC.149 S 44D and 453 CMR 6.00.

- C. Submit a copy of the written respirator program.
- D. Submit for approval the form of security and safety log, which will be maintained on the project.
- E. Submit written evidence that the landfill to be used for disposal of Asbestos/PCB's is approved for disposal of asbestos/PCB's by the Department of Environmental Protection.
- F. Submit a detailed schedule including work dates, work shift time, number of employees, dates of start and completion of all work activities (including mobilization, work area preparation, abatement, inspection and clearance monitoring, each phase of refinishing, and final inspections). Schedule shall be updated with each partial payment request.
- G. Submit an abatement plan Pursuant to 40 CFR 761.61(a) and (c), and 761.79(h) of the Toxic Substances Control Act (TSCA) for EPA review and approval.

1.16 REPORTING

- A. Maintain on site a daily log documenting the dates and time of the following items, as well as other significant events:
 - 1. Minutes of meetings: purpose, attendees, and brief discussion
 - 2. Visitations: authorized and unauthorized
 - 3. Personnel: by name, entering and leaving the work area
 - 4. Special or unusual events
 - 5. Personnel air monitoring tests and results
- B. Documentation with confirmation signature of the Industrial Hygienist of the following:
 - 1. Inspection of work area preparation prior to start of removal and daily thereafter.
 - 2. Removal of any polyethylene barriers.
 - 3. Removal of waste materials from work area and transport and disposal at approved site.
 - 4. Decontamination of equipment.
 - 5. Waste Shipment Records. No final payment will be approved until all above documents have been submitted.
- C. Provide two bound copies of this log to the Industrial Hygienist with the application for final payment.

1.17 AIR MONITORING

- A. Throughout the entire removal and cleaning operations, part time monitoring will be conducted to ensure that the Contractor is complying with the EPA and OSHA regulations and any applicable state and local government regulations. Monitoring will include testing for asbestos and PCB's. The Owner will provide an Industrial Hygienist (Universal Environmental Consultants) to take air samples at the job site at no cost to the Contractor.
- B. The purpose of the Industrial Hygienist's air monitoring will be to detect faults in the work area isolation such as:
 - 1. Contamination of the building outside of the work area with airborne asbestos fibers,
 - 2. Failure of filtration or rupture in the negative pressure system,
 - 3. Contamination of the exterior of the building with airborne asbestos fibers.
 - 4. Should any of the above occur the Contractor should immediately cease abatement activities until the fault is corrected! Work shall not recommence until authorized by the Industrial Hygienist.
- C. The Industrial Hygienist will monitor airborne fiber counts in the work area. The purpose of this air monitoring will be to detect airborne fiber counts higher than the Action Level of 0.1- f/cc which may significantly challenge the ability of the work area isolation procedures to protect the balance of the building from contamination by airborne fibers.

- D. The Contractor shall be responsible for providing his/her own personnel monitoring within the work area per CFR 1926.1101 and EPA PCB's regulations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Plastic Sheet: 6 mil minimum thickness, unless otherwise specified, in sizes to minimize the frequency of joints.
- B. Tape: Capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water. Provide tape, which minimizes damage to surface finishes.
- C. Cleaning Materials: Use materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.
- D. All required containment set-ups Pursuant to 40 CFR 761.61(a) and (c), and 761.79(h) of the Toxic Substances Control Act (TSCA)

2.2 DANGER SIGNS AND LABELS

- A. Display danger signs at each location where airborne concentrations of asbestos fibers may be in excess of 0.0l fibers/cc. Post signs at such a distance from such a location so that an employee may read the signs and take necessary protective steps before entering the area marked by the signs.
- B. The sign shall also contain a pictorial representation of possible danger or hazard, such as a skull and cross bone, or other suitable warning as approved by the Industrial Hygienist. Sign shall meet the requirements of 29CFR 1926.200. A sample of the signs to be used shall be submitted to the Industrial Hygienist for approval prior to beginning work area preparation.
- C. Affix danger labels to all raw materials, mixtures, scrap, waste, debris, and other products containing asbestos fibers, or to their containers.

2.3 PERSONNEL DECONTAMINATION UNIT

- A. Prior to any asbestos abatement work, including placement of plastic on walls that will contact or disturb asbestos containing surfaces, or removal of light fixtures or any items on asbestos containing surfaces, construct a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose.
- B. Build suitable framing or use existing rooms, with the Industrial Hygienist written approval, connected with framed in tunnels if necessary; line with 6 mil plastic; seal with tape at all lap joints in the plastic for all enclosures and decontamination enclosure system rooms. Decontamination units and access tunnels constructed outside shall be constructed with tops made of 5/8" plywood, or approved equal. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock. In all cases, access between any two rooms within the decontamination enclosure systems shall be through a curtained doorway.
- C. Provide a changing (clean) room for the purpose of changing into protective clothing. Construct using polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the Clean Room and the rest of the building. Locate so that access to work area from Clean Room is through Shower Room. Separate Clean Room from the building by a sheet polyethylene flapped doorway.
- D. Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

- E. An existing room may be utilized as the changing room if it is suitably located and of a configuration whereby workmen may enter the Clean Room directly from the Shower Room. Protect all surfaces of room with sheet plastic. Authorization for this shall be obtained from the Industrial Hygienist in writing prior to start of construction.
 - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in Changing Room.
 - 2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3. Provide a continuously adequate supply of disposable bath towels.
 - 4. Provide posted information for all emergency phone numbers and procedures.
 - 5. Provide 1 storage locker per employee.
 - 6. Provide all other components indicated on the Contract drawings.
- F. Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the work area from the changing room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.
- G. Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.
 - 1. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
 - 2. Separate this room from the Clean and Equipment Rooms with airtight walls fabricated of 6-mil polyethylene.
 - 3. Provide showerhead and controls.
 - 4. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
 - 5. Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.
 - 6. Arrange so that water from showering does not splash into the Clean or Equipment Rooms.
 - 7. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the work area.
 - 8. Provide flexible hose shower head.
 - 9. Pump wastewater to drain and provide 20 micron and 5-micron wastewater filters in line to drain or waste water storage. Locate filter hose inside shower unit so that water lost during filter changes is caught by shower pan and pumped to exterior filtering system.
- H. Provide equipment room for contaminated area; work equipment, footwear and additional contaminated work clothing are to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6-mil polyethylene flap doorway.
 - 1. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
 - 2. Separate this room from the Shower Room and work area with airtight walls fabricated of 6-mil polyethylene.
- I. Separate work area from the equipment Room by polyethylene barriers. If the airborne asbestos level in the work area is expected to be high, add an intermediate cleaning space between the Equipment room and the work area. Damp wipe clean all surfaces after each shift change.

2.4 EQUIPMENT DECONTAMINATION UNITS (Refer to EPA Plan for Required Scope)

- A. In areas with only one access, it may be impossible to utilize a separate Equipment Decontamination Unit. In this case, all equipment and waste materials will exit through the Personnel Decontamination Chambers.
- B. When two accesses to the work area are available, provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from work area. Do not allow personnel to enter or exit work area through Equipment Decontamination Unit.
- C. Provide an enclosed shower unit located in work area just outside Wash Room as an equipment, bag and container cleaning station.

- D. Provide Wash Room for cleaning of bagged or containered waste materials passed from the work area. Construct Wash Room of 2 by 4 inch (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that packaged materials, after being wiped clean can be passed to the Holding Room. Separate this room from the work area by flaps of 6-mil polyethylene sheeting, or rigid self-closing doors.
- E. Provide Holding Room as a drop location for bagged ACM passed from the Wash Room. Construct Holding Room of 2 by 4 inch (minimum) wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that bagged materials cannot be passed from the Wash Room through the Holding Room to the Clean Room.
- F. Provide Clean Room to isolate the Holding Room from the building exterior. Construct Clean Room polyethylene sheeting, at least 6-mil in thickness and locate to provide access to the Holding Room from the building exterior. Separate this room from the exterior by flaps of 6 mil polyethylene sheeting, or rigid self-closing doors.

PART 3 - EXECUTION

3.1 SCOPE OF WORK:

The abatement project might be performed in several phases. It is the contractor's responsibility to comply with the phasing schedule prepared by the Architect. Refer to drawings for scope, location and quantities.

Specific Note:

- 1. It's the Contractor's responsibility to inspect the site and confirm condition and quantities prior to the submission of his/her bid package. It is also the Contractor's responsibility to review the demolition drawings, notes and phasing configurations.
- 2. Remove and dispose as ACM/PCB's of the entire window curtain walls systems, including but not limited to windows, panels, glass, frames, sash, casings, sills, caulking, etc (Bulk Loading Material). Remove and properly dispose of all caulking/debris found on the ground of the exterior of the building. The entire scope shall be treated as "Bulk Loading Material".
- 3. An abatement plan has been submitted to the EPA for review and approval. The objectives of this Abatement Plan are to properly remove and dispose of the entire window wall system as ACM/PCB's "Bulk Loading Material". The cleanup goal for any PCB remediation waste identified or generated will be <1.0 ppm.
- 4. The Contractor will be required to prepare a work plan to be submitted to the EPA pursuant to 40 CFR 761.61(a) and (c), and 761.79(h) of the Toxic Substances Control Act (TSCA)
- 5. The contractors shall be made aware that Lead Based Paint exists on painted windows.

3.2 JOB CONDITIONS

- A. Do not commence abatement work until:
 - 1. Arrangements have been made for disposal of waste at an acceptable site. Submittal shall be made no later than the Document Submission Date.
 - 2. Arrangements have been made for containing and disposal of wastewater resulting from wet stripping or filtering through a 5-micron filter.
- B. All materials resulting from abatement work, except as specified otherwise shall become the property of the Contractor and shall be disposed of as specified herein.

3.3 INSPECTION AND PREPARATION

- A. Examine the areas and conditions and notify the Industrial Hygienist in writing of conditions detrimental to the proper and timely completion of the work.
- B. Before any work commences, post danger signs in and around the Work Area to comply with 29 CFR 1926.1101 (k)(l) as required by federal and state regulations, and as specified herein.

- C. All ground surfaces exterior to the work area shall have a layer of 6 mil polyethylene sheeting, continuously attached to the building face and laid down on the surface below the exterior abatement work area, at least 10 feet wide or to the furthest point of gravity fall for dislodged debris by methods used, whichever is further.
- D. All operable windows within the work area and 25 ft. from all sides of the work area shall be closed.
- E. At window opening isolate HVAC equipment intakes by installing plastic sheeting over the opening to minimize creating airborne dust inside the building.
- F. All window openings within the work area will be sealed from the interior of the building with plastic sheeting.

3.4 WORK PROCEDURE

- A. Perform related work in accordance with 29CFR 1926.1101 and as specified herein. Use wet removal procedures. Personnel shall wear and utilize protective clothing and equipment as specified herein. Personnel of other trades not engaged in the removal and demolition shall not be exposed at any time to airborne concentrations of asbestos unless all the personnel protection provisions of this specification are complied with by the trade personnel. Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, as described hereinafter.
- B. Each worker and authorized visitor shall, upon entering the job site, remove street clothes in the Clean Change Room and put on a respirator and clean protective clothing before entering the equipment room or the work area. All workers shall remove gross contamination before leaving the work area. All clothing (coveralls, head covers, boots, etc.) shall be removed and properly disposed of before leaving equipment room. With the exception of bathing suites and respirators, the workers shall proceed to the Shower Room. Under the shower, respirators shall be removed and cleaned. Cleaned respirators shall be placed in suitable clean plastic bags and carried by employees to Clean Room. Soap, towels, etc., shall be furnished by the Contractor. The Contractor shall maintain proper sanitary conditions. The Contractor's designated competent person shall insure that these practices are being adhered to.
- C. Following showering and drying off, each worker and authorized visitor shall dispose of towels as contaminated waste, and proceed directly to the Clean Change Room and dress in clean clothes at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the Clean Change Room, each worker and authorized visitor shall put on the applicable respirator and shall dress in clean protective clothing. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement, dispose of footwear as contaminated waste.
- D. Contaminated work footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement, dispose of footwear as contaminated waste or double bag for use at next site.
- E. Workers removing waste containers from the Equipment Decontamination Enclosure shall enter the holding area from outside wearing a respirator and dressed in clean coveralls. No worker shall use this system as a means to leave or enter the washroom or the work area.
- F. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of Asbestos/PCB's containing or contaminated materials and until final cleanup is completed.

3.5 PREPARATION OF THE WORK AREA (Refer to EPA Plan)

- A. PCB caution signs shall be posted at all approaches to the PCB Work Area. Post all emergency exits as emergency exits only on the Work Area side, post with PCB caution signs on the non-Work Area side. Provide all non-Work Area stairs and corridors accessible to the PCB Work Area with warning tapes at the base of stairs and beginning of corridors. Warning tapes shall be in addition to caution signs.
- B. Access to areas of work shall be enclosed with a temporary fence and regulated to prevent unauthorized visitors.

3.6 MAINTENANCE OF ENCLOSURE SYSTEMS

- A. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect enclosures at the beginning of each work period.

3.7 CONTROL ACCESS

- A. Permit access to the work area only through the Decontamination Unit. All other means of access shall be closed off, warning signs displayed on the clean side of the sealed access.
- B. Large openings such as open doorways and passageways shall be sealed as a critical barrier. The critical barrier shall constitute the outmost boundary of the abatement work area.
- C. Plastic sheeting on open framing is not a suitable critical barrier. All cracks, seams, and openings in critical barriers shall be caulked or otherwise sealed, so as to prevent the movement of asbestos fibers out.

3.8 ISOLATION OF WORK AREA

- A. Completely separate the work area from other portions of the building, and the outside by sheet plastic barriers at least 6 mil in thickness, or by sealing with duct tape.
- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the work area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including work area decontamination is completed. All lighting fixtures shall have had power shut off.
- C. Provide sheet plastic barriers at least 6 mil in thickness as required to completed seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape.

3.09 REMOVAL OF MATERIALS

- A. Window wall system shall be removed in accordance with the Contract Documents and the approved PCB Work Plan.
- B. Non-PCB items such as adjacent masonry from which PCB materials are removed shall be decontaminated by physical or chemical means (such as stripper) such that no visible residue remains. The removal of the windows may require the use of scrapers, solvents, mastic removal chemicals, or other methods/procedures to ensure complete removal. Post abatement verification sampling will be done on these surfaces.
- C. Mechanical cutting or grinding of PCB is not permitted, unless the equipment has factory- equipped HEPA filtered exhaust.
- D. If window frame cutting is necessary for removal, remove accessible glazing/caulking that could be disturbed before cutting building components.
- E. All removed PCB's materials shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate. Large components with PCB material (Windows) or PCB residue shall be wrapped in one layer of 6 mil polyethylene sheeting. Sharp components likely to tear disposal bags shall be placed in fiber drums or boxes and then wrapped with sheeting.
- F. Power or pressure washers are not permitted for PCB removal or clean-up procedures.
- G. All construction and demolition debris determined by the Environmental Consultant to be contaminated with PCB shall be handled and disposed of as PCB waste. If the 40 CFR 761 Subpart S double wash-rinse techniques are used to decontaminate non-porous surfaces such as movable equipment, tools, and sampling equipment, sampling is not required and the material may be considered non-PCB.

- H. All PCB waste (windows) must be located at or near the point of generation, under the control of the Project Supervisor. The waste will be moved the same day of generation to a Container Storage Area (CSA) or off-site. Waste may be stored at the CSA for 90 days, during which labeling, inspections, and other requirements must be met as described in 40 CFR 761.
- I. Closure of the CSA. If an EPA ID number and CSA were created specifically for the PCB removal work, the Contractor must also close out the CSA and the Consultant shall notify the MADEP that the hazardous waste activity has concluded, and that the storage area is to be closed.
- J. Personal protective equipment, including respirators, shall be utilized and worn during all removal operations until the Work Area is cleared by the Abatement Project Monitor (APM).
- K. Following completion of each shift and during active work, the exterior poly sheeting shall be cleaned of visible debris and replaced as necessary.

3.10 DECONTAMINATION OF WORK AREA

- A. When removal of Windows is completed, the decontamination process shall consist of vacuuming (with a HEPA filter), wet wiping/mopping and a repeated vacuuming (with a HEPA filter) of the entire work area. All ground cover and adjacent building surfaces in and around the work area must be free of dust generated during the work.
- B. Decontaminate all movable tools and equipment before removal from the work area in accordance with 40 CFR 761 Subpart S double wash-rinse techniques. The contractor work plan will specify decon procedures, where the decon area will be located, as well as any decon waste generated stored.
- C. Based on visual observation, if dust or debris has migrated through the plastic dust barriers to areas of the building other than the immediate work area, those areas shall be incorporated into the work area and thoroughly decontaminated to ensure all visible dust generated by the activity is eliminated.
- D. Dust barriers and other protective sheeting shall be placed in disposable construction bags and disposed of as PCB Remediation Waste.
- E. Visually inspect the area for any remaining dust or debris. Vacuum (with HEPA filter) and wet wipe until space is clean. Dispose of vacuum contents as PCB Remediation Waste.
- F. Upon completion of decontamination and removing temporary dust barriers, a final inspection shall be performed by the Contractor and APM.

3.11 WORK AREA CLEARANCE

- A. Post Abatement Verification Sampling will follow alternative sampling procedures per 40 CFR 761.79(h). Following removal, a visual inspection of the work site area will be performed to verify the removal of all such visible (caulking) material and to collect confirmatory samples from the area for laboratory analyses. Samples will be collected from adjacent material substrate using the EPA SOP for porous surfaces (drilling), placed in zip-lock bags and delivered to the lab under chain-of-custody protocol for confirmatory analyses. The collection of confirmatory samples will be at a frequency of four per window (one from each side) for the first five windows removed. If the results of the first five windows meet the remediation goal of <1 ppm, one sample will be collected from the each of the remaining windows.
- B. To determine if residual dust or particles impacted by PCBs have migrated beyond the work area, wipe samples will be collected from 10% of each room type (e.g., 10% of all common library areas, 10% of all classroom or instructional areas, 10% of stairwells, etc.). The exact number of samples will be determined.
- C. Wipe samples will be collected from a desk top in the approximate middle of the floor in each room, or if the room is empty, the floor. The method of wipe sampling will be as specified in 40 CFR 761, Subpart P. A cleanup standard of <1 ug/100 cm² will be used for wipe samples.

- D. Air monitoring for Total Dust via portable dust monitors will be used to monitor ambient air conditions in the work area. A Total Dust (PM10) EPA National Ambient Air Quality Standard of 120ug/100M³ will be used as the action limit to cease work and institute engineering controls such as vacuuming or misting to limit the generation of dust.

3.12 DISPOSAL OF WASTE

- A. To prevent exceeding available storage capacity on site, remove sealed and labeled containers of waste and dispose of such containers at an authorized disposal site in accordance with the requirements of disposal authority.
- B. Comply with 29 CFR 1926.1101.
- C. Comply with 40 CFR 761.61(a) and (c), and 761.79(h) of the Toxic Substances Control Act (TSCA)
- D. Transport the waste to the approved waste disposal site. Contractor shall obtain trip tickets at the landfill to document disposal of Asbestos/PCB's. A form shall be signed, not initialed, by all parties. Copies of all trip tickets shall be submitted to the Industrial Hygienist pursuant to 40 CFR 761.61(a) and (c), and 761.79(h) of the Toxic Substances Control Act (TSCA).
- E. Consider wastewater from showers and sinks to be contaminated waste and dispose of in accordance with this Section, unless water has been filtered through a 5 micron filter.

3.13 FINAL CLEAN UP

- A. Employ experienced workers or professional cleaners for final cleaning. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from exposed to view interior and exterior finished surfaces.

END OF SECTION

SECTION 03 73 00

CONCRETE REPAIR

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 SCOPE OF WORK

- A. Work includes furnishing all labor, materials, equipment and supervision to accomplish the following concrete foundation repair work.
 - 1. Powerwash all precast concrete window bays.
 - 2. Repair spalled or delaminated concrete at the precast concrete window bays (sills, jambs and heads).
 - 3. Remove all unsound concrete at the precast concrete window bays (sills, jambs and heads). Repair all deteriorated concrete and corroded steel reinforcement where discovered during the course of the work.
 - 4. Install caulking at head precast section as detailed.
 - 5. Apply sealant to all precast concrete sections at all window bays.

1.03 RELATED SECTIONS

- A. Section 08 51 13 Aluminum Windows – Perimeter caulking at new windows.

1.04 SUBMITTALS

- A. Submit the following items to the Architect; do not order materials or start work before receiving the Architects written approval.
 - 1. Samples of or manufacturer's data sheets for all materials to be used, each properly labeled.
 - 2. Manufacturer's MSDS for all materials.
 - 3. Certifications (in time to prevent delay in the work) by the producers of the materials that all materials supplied comply with all the requirements of the appropriate ASTM and ACI Standards.
 - 4. Concrete mix proportions and mixing procedures, and application and curing procedures.
 - 5. Shop drawings of reinforcement and accessories.

1.05 QUALITY CONTROL AND QUALITY ASSURANCE

- A. The contractor shall conduct a quality control program that includes but, is not limited to the following:
 - 1. Inspect all materials to assure conformity with contract requirements and that all materials are new and undamaged.
 - 2. Establish procedures for executing the work.
 - 3. Inspect all surface preparation prior to concrete application.
 - 4. Inspect all reinforcing for placement in plan and elevation.
 - 5. Inspect work in progress to assure work is being done in accordance with established procedures, manufacturer's instructions, specific architect instructions.

6. Inspect all work completed, including sounding all repairs to check for debonding, and correction of all defective work.
- B. Qualifications:
 1. The contractor shall have at least five (5) years experience installation similar concrete repairs.
 2. The contractor's site superintendent shall have at least five (5) years of experience supervising the installation of similar concrete repairs.
- C. Attend a pre-construction conference to be held with a representative of the Owner, architect, the contractor's field superintendent, foreman, and other trades involved to discuss the conduct of the work of this section.
- D. The Owner's testing agency may conduct the following quality assurance tests:
 1. Sample of fresh concrete repair material and testing for compressive strength.
 2. Sounding of all repairs to check for debonding.
- E. Testing laboratory qualifications: Engage independent testing laboratory that meets the approval of the architect. Independent testing laboratory must demonstrate to the architect that it has the experience and capability to conduct the testing indicated without delaying the progress of the work.

1.06 GUARANTEE

- A. Provide a guarantee for all work under this section in a document stating that if, within two years after the Date of Completion of the Work, any of the work of this section is found to be defective or not in accordance with the specifications, the contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the contractor a written acceptance of such condition. Also, it shall state that the contractor shall bear all costs incurred by the Owner, including reasonable attorney's fees, to enforce compliance with the obligations of this guarantee, and will replace any material or system that requires repeated maintenance or repair. The obligation of this guarantee shall run directly to the Owner, and may be enforced by the Owner against the contractor, shall survive the termination of the contract and shall not be limited by conditions other than this contract.

1.07 TECHNICAL SUPPORT

- A. The contractor shall arrange with the materials manufacturer or distributor to have the services of an experienced installer at the work site prior to any mixing of components to instruct the work crews in the proper mixing and application procedures. He shall remain at the job site after work commences and continue to instruct until he, the contractor, and the Owner are satisfied that the crew has mastered the technique of installing the systems successfully. The contractor shall be completely responsible for the expense of the services of the required manufacturer's field representative.

1.08 GENERAL PROCEDURES

- A. Work only in areas permitted by Owner approved schedule.
- B. Remove all tools, buckets, and materials from work areas and store neatly at a central location daily at the end of work.
- C. Do not stockpile materials, debris or equipment in the building.
- D. Deliver materials clearly marked with legible and intact labels with manufacturers name and brand name, and identifying contents of containers.
- E. Store materials in areas where temperatures and conditions conform with manufacturer's recommendations and instructions.
- F. Protect the building and its contents from all risks associated with the work in this Section. Schedule and execute all work without exposing adjacent building areas to water, dust, debris, fumes and gases or materials used by this contractor. Protect adjacent areas from damage and stains with appropriate barriers and masking. Repair all damage as a result of the work of this Section to its condition at the start of work or if such can not be determined, to its original condition. Clean all stains by approved means.
- G. Protect the work from damage such as impact, marring of the surfaces, and other damage.

- H. Compliance with OSHA and all other safety laws and regulations is the exclusive responsibility of the contractor and his subcontractor's, supplies and consultants.
- I. Dispose of all debris in a legal manner off the site. Safely conduct debris to trucks or approved containers on the ground. Use specific locations approved by owner for debris collection.
- J. All equipment used on the job shall comply with all applicable health and safety regulations including OSHA guidelines.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Manufacturer's products and specifications are generally referred to for identification except as noted, products of the manufacturers meeting are requirements itemized below may be submitted for approval. Unless approved by the architect obtain materials from the same manufacturer.
- B. Check all specified items upon contract signing, and order early so the work is not delayed.
- C. Do not use materials beyond allowable dates.

2.02 MATERIALS FOR REPAIRING VERTICAL CONCRETE SURFACES

- A. Polymer-Modified Concrete for Patching: Renderoc HB2 or Renderoc HBA by Fosroc Inc. or approved equal.
- B. Flowable Shrinkage Compensated Repair Concrete: Renderoc LA by Fosroc Inc or approved equal.
- C. Reinforcement: Reinforcing bars shall conform to ASTM A615, Grade 60, epoxy coated in accordance with ASTM A775.
- D. Reinforcing Accessories: Provide epoxy-coated accessories.
- E. Tie wire: #16 gauge annealed, epoxy coated.
- F. Protective coating for existing reinforcement and other metal embedments: Nitoprime Zincrich by Fosroc Inc.
- G. Water: potable.
- H. Sealant and backer Materials
 - 1. Sealant used within system: As recommended by manufacturer.
 - 2. Exterior perimeter Sealant: One-part low modulus, moisture curing, synthetic rubber sealant, having a useful life expectancy of at least 20 years, conforming to ASTM C 920, Type S, NS, Class 25, FS TT-S-001543A, Type, Class A with a minimum movement capability of +100 percent and -50 percent, equal to the following:
 - a. Dow Corning, product, "790".
 - b. GE Silicones, product, "SCS9000 SilPruf NB".
 - c. Sika, product "Sika Sil-C 990".
 - d. Tremco, product "Spectrem 1".
 - 3. Compressible joint bead back-up: Compressible closed cell polyethylene, extruded polyolefin foam or polyurethane foam rod, 1/3 greater in diameter than width of joint. Provide one of the following, or equal.
 - a. Sonneborn Building Products Inc., Minneapolis MN.; product "Sonofoam".
 - b. Applied Extrusion Technologies, Inc., Middletown DE., product "Sof Rod".
 - 4. Primers: Furnish and install joint primers of the types, and to the extent, recommended by the respective sealant manufacturers for the specific joint materials and joint function.
 - 5. Bond-breaker tape, and temporary masking tape: Of types as recommended by the manufacturer of the specific sealant and caulking material used at each application, and completely free from contaminants which would adversely affect the sealant and caulking materials.

2.03 EQUIPMENT

- A. Concrete mixing equipment for patching of vertical surfaces

1. Mix concrete with mechanical mixers, slow speed drills or mortar mixers.

PART 3 - EXECUTION

3.01 LOCATION OF REPAIR AREAS

- A. The contractor is responsible for visually inspecting and sounding all concrete surfaces as required to identify and repair all deteriorated concrete in accordance with the requirements of the drawings and specifications. Locations for repairs have been identified on the plans. The contractor shall verify actual locations and quantities.

3.02 DEMOLITION AND SURFACE PREPARATION

- A. Provide ¾ inch deep saw cut edges around the perimeter of the repair area, normal to the face of the surrounding concrete. Make saw cuts after sufficient concrete is removed to locate and determine actual concrete cover over reinforcing bars. Do not cut into reinforcing bars. Reduce depth of saw cut over reinforcing bars as required.
- B. Remove all loose and unsound concrete in the area to be repaired. Remove concrete to such additional breadth and depth as required to expose uncorroded reinforcement and a surface of sound contaminated concrete. Remove concrete at wall repairs to a minimum depth of ¾ inch beyond the outermost layer of replacement. Sound concrete need not be removed beyond reinforcement or inner layers of wall reinforcement unless there is more than one-half the perimeter of the bar is exposed or the bond between the bar and the concrete is destroyed.
- C. Roughen all concrete surfaces to which material is to be bonded to a minimum amplitude of 1/8 inch.
- D. Conduct concrete removal in a manner to prevent cutting, nicking, bending or otherwise damaging the reinforcing bars. Repair or replace accidentally damaged reinforcement at no cost to the Owner.
- E. Remove all loose particles and deleterious materials from the exposed sound concrete and exposed reinforcing bars by sandblasting. Clean metal to SSPC-SP6, commercial blast finish, or better.

3.03 DEMOLITION EQUIPMENT AND PROCEDURES LIMITATIONS

- A. Accomplish initial demolition using chipping hammers no larger than nominal 30 pound class.
- B. Use nominal 15 pound class chipping hammers for finish demolition work such as behind reinforcement and at high spots.

3.04 SUPPLEMENTAL REINFORCEMENT AND REINFORCEMENT COATING

- A. Reinforcing bars with metal loss greater than ten percent of the original bar cross section shall be brought to the attention of the Architect for strength evaluation prior to continuing repair work.
- B. Provide supplemental reinforcement as directed by the Engineer. Tie the reinforcement to existing bars with a minimum lap of 40 bar diameters.
- C. Prior to installation of reinforcement protective coating, inspect the substrate and correct any unsatisfactory conditions. Commencement of work shall constitute contractors acceptance of substrate.
- D. Coat all exposed reinforcement and other exposed metal with protective coating in accordance with the manufacturer's written instructions. Avoid getting protective coating on concrete. Remove any coating that gets on concrete. Minimum dry film thickness shall be 3.0 mil. Do not let more than 1 week pass before placing repair concrete after protective coating is applied.

3.05 CONCRETE PLACEMENT – VERTICAL SURFACES

- A. Do not apply materials until the concrete and air temperatures are above 50 degrees F. Temperatures must remain above 50 degrees F during curing.
- B. Conform strictly to the printed instructions of the approved manufacturer.
- C. Repairs with Polymer-modified concrete for patching:

1. After coating on reinforcing has cured and immediately prior to patching, dampen the surface to be repaired with clean water using a portable sprayer. The surface should be saturated surface dry with no glistening water.
2. Using a squeeze bottle, spray liquid polymer component on predampened surface; then scrub the surface with the premixed polymer-modified mortar using a brush or sponge float; the mortar combines with the liquid polymer component to form a thick slurry prime coat. Do not prime until ready to patch. Mortar and concrete must be placed while prime coat is wet. Do not reprime over dried prime coat. Dried prime coat must be removed by mechanical means prior to re-priming.
3. Immediately after prime coat placement apply the polymer modified concrete for patching. Provide a minimum of $\frac{3}{4}$ inch concrete cover over the reinforcing even if this produces a bulge in the surface. Provide a smooth transition at any bulges, or make them inconspicuous. Finish the surface of the repair area to a texture and smoothness to match the adjoining concrete.
4. Tool joints in new concrete to match locations of jointing in surrounding existing concrete.

D. Repairs with Shrinkage Compensated Repair Concrete:

1. After the protective coating on reinforcing bars has cured, flood form with water for several hours.
2. Immediately prior to placement, drain water completely and seal drainage outlets.
3. Provide adequate labor, equipment and materials to ensure that the concrete for each repair is placed within 20 minutes of mixing. If interruption is longer than 20 minutes, a bulkhead must be constructed to achieve a proper construction joint.
4. Provide a means of accurately measuring the amount of water introduced to the mix. Follow manufacturers written directions for addition of water.
5. Ensure proper consolidation in the form using mechanical vibrators as required.

3.06 CURING

- A. Promptly cover unformed repair surfaces with a single layer of wet, well-drained burlap immediately after finishing.
- B. Leave all forms in place for a minimum of 48 hours. Immediately after they are removed, cover the repair surfaces with a single layer of wet, well-drained burlap.
- C. Wet burlap cure the surface for at least 7 days. Keep the burlap continuously wet.
- D. Curing compounds are prohibited.
- E. Appearance of plastic shrinkage cracks due to inadequate finishing and curing shall be cause for rejecting the work so affected. Surface concrete in the rejected area shall be removed and replaced at no additional cost to the owner or his representatives.
- F. During the curing period, the concrete shall be protected from damage due to mechanical disturbances such as shock and vibration due to adjacent construction activity. All finished concrete surfaces shall be protected from damage.

3.07 REMOVAL OF SURFACE DEPOSITS

- A. Stains, efflorescence, fins, mortar and other surface deposits resulting from the work of this section that the Architect finds objectionable shall be removed by sandblasting or other methods acceptable by the Architect.

3.08 REPAIR QUANTITY RECORDS

- A. The contractor shall keep daily records of repair quantities including sketches showing locations and extent of repairs, and records of amount of material placed. Notify the Architect at least 24 hours prior to each placement of repair material. Do not place repair material until surface preparation has been inspected by the Architect.

3.09 PERIMETER CAULKING

- A. The contractor shall install caulking and backer rods at the perimeter joint where the precast head and sill sections abut the precast fascia and concrete floorboard as well as the joints at the sides where the vertical precast sections abut the brick.

END OF SECTION

SECTION 06 10 00

CARPENTRY

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 DESCRIPTION OF WORK

- A. Furnish all labor, materials, and equipment necessary for the complete installation of all Carpentry required by the drawings and details, or as specified herein:
 - 1. All temporary work such as barriers, staging, ladders and protection of existing surfaces.
 - 2. Blocking and nailers.
 - 3. Preservative treatment of new blocking and nailers.
 - 4. Rigid and blanket insulation.
 - 5. New interior plastic laminate window sills where indicated at classrooms.
 - 6. New exterior stud partitions at modular window openings.
 - 7. New T-111 exterior siding
 - 8. New GWB at interior of modulars at new partitions.

1.03 RELATED WORK IN OTHER SECTIONS

- A. The following items are not included in this section and will be performed under the designated sections:
 - 1. Section 02 41 00 – Demolition
 - 2. Section 08 51 13 - Aluminum Windows

1.04 SUBMITTALS

- A. Samples and product data of all materials furnished under this section shall be submitted to the Architect for approval before incorporation into the work.
- B. Product Data:
 - 1. Lumber
 - 2. Preservative Treatment
 - 3. Laminate for interior window sills

1.05 DELIVERY, STORAGE AND HANDLING

- A. Store lumber and plywood off the ground in such a manner as to ensure proper drainage, ventilation and protection from the weather.
- B. Store treated lumber under dry conditions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Lumber for blocking, mailers and miscellaneous wood items shall be Hem-Fir WWP No. 2 or better or approved equal, Fb 850, E 1,300,000.
- B. Provide nails, spikes, bolts, anchors bolts, lag screws and other fastening devices where specified or shown on Contract Drawings or as necessary for completion of the work to anchor Rough Carpentry to adjacent construction. Nails and spikes shall be galvanized.
- C. All new wood blocking shall be "pressure treated": with ACQ-D water based preservatives. No oil-based pentachlorophenol, asphaltic, chromated copper arsenate preservatives or creosote treatments shall be used. Treatment procedure and name of applicator shall be submitted to the Architect to insure that a satisfactory treatment will be obtained. Treatment shall have a noticeable tint to the wood so that treated wood can be visually differentiated from untreated wood.
- D. Thermal Insulation – Thickness as required by the conditions encountered shall be foil-faced fiberglass blanket insulation. All joints to be taped with a vapor impervious tape.

PART 3 - EXECUTION

3.01 INSTALLATION/APPLICATION/ERECTION

- A. Provide blocking where shown on the drawings.
- B. Perform cutting, fitting, blocking, bracing and centering for other trades as required.
- C. Provide nailers as necessary for the attachment of finish materials.
- C. Fit closely, set accurately to lines and levels, and secure rigidly in place
- D. Install insulation where indicated in the details.

3.02 WINDOW SILLS

- A. Fabricate and install window sills to details on the drawings using moisture resistant medium density particleboard. All exposed surfaces shall be faced with high pressure plastic laminate, Formica, Pionite, Nevamar or approved equal. Colors shall be selected from manufacturer's full range of colors.

3.03 MISCELLANEOUS TRIM

- A. Fabricate and install miscellaneous trim to details on the drawings. Trim shall be aluminum snaptrim to match windows.

END OF SECTION

SECTION 07 21 00

BUILDING INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

I. Furnish and install the following:

1. Cellulose insulation at strapped walls and stud walls shall be 3 lb blown –in.

1.2 REFERENCES

A. Comply with applicable requirements of the following standards and those others referenced in this Section. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. ASTM C518: Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
2. ASTM D2863: Measuring the Minimum Oxygen Concentration to Support Candle-like Combustion of Plastics (Oxygen Index).
3. ASTM E84: Surface Burning Characteristics of Building Materials.
4. ASTM E90: Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.
5. ASTM E96: Water Vapor Transmission of Building Materials.
6. ASTM E283: Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Differences Across the Specimen.
7. All applicable federal, state and municipal codes, laws and regulations for thermal insulation.

1.3 DEFINITIONS

A. The "R-Value" referred to herein refers to the thermal resistance of the insulation alone and does not allow consideration of air spaces or other factors.

1.4 SUBMITTALS

- A. Literature: Manufacturer's product data sheets, specifications, performance data, physical properties for each item furnished hereunder.
- B. Manufacturer's instructions: Manufacturer's installation instructions indicating special procedures, and perimeter conditions requiring special attention.

1.5 QUALIFICATIONS

A. Applicator, with a minimum of 3 years documented experience demonstrating previously successful work of the type specified herein, and certified by product manufacturer.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials under cover and in manner to keep them dry, protected from weather, direct sunlight and damage from construction traffic and other causes.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Toxicity/Hazardous Materials:

1. Outgassing/Reactivity:

- a. Formaldehyde: Products containing urea-formaldehyde will not be permitted.
- b. Chlorofluorocarbons (CFCs)/HCFCs: Products and equipment requiring or using CFCs or HCFCs during the manufacturing process will not be permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cellulose Insulation (3 lb):
 - 1. Thermal Resistance values shall be R-3.8/inch thickness
 - 2. Field-tested bond strength report per ASTM E-736
 - Tested @ >5 years
 - Not less than 400 psf
 - Not less than 600 times its weight @ 1"
 - 3. The sprayed cellulose insulation must have been tested in sprayed form by U.L. and have each bag labeled with the reference to U.L. test results according to ASTM E-84/U.L. 723:
 - Tested at a minimum of 5" thickness, Class I
 - Flame Spread: Not to exceed 5
 - Smoke Development: Not to exceed 5
 - 4. The sprayed cellulose insulation must meet ASTM E-1042
 - 5. Non corrosive per UMB-80
 - 6. Bond deflection per ASTM E-759
 - 7. Cohesive Strength at time of application per Method WS-2000: > 700 Grams

PART 3 - EXECUTION

3.1 PREPARATION

- A. Comply with manufacturer's written installation instructions for preparing substrates indicated to receive insulation.
- B. Mask and protect adjacent surfaces from overspray or damage.
- C. Remove foreign materials, dirt, grease, oil, paint, laitance, efflorescence, and other substances that will affect application.

3.2 APPLICATION

- A. Apply spray insulation in accordance with manufacturer's written application instructions.
- B. Apply insulation to a reasonably uniform monolithic density without voids.
- C. Apply to minimum cured thickness to fill voids as detailed.

3.3 FIELD QUALITY CONTROL

- A. Inspect application for insulation thickness and density.

3.4 PROTECTION OF FINISHED WORK

- A. Do not permit subsequent work to disturb applied insulation.

END OF SECTION

SECTION 08 51 13

ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.2 SECTION INCLUDES

- A. Furnish and install the following:
 - 1. Prefinished extruded aluminum windows assemblies with fixed outward opening (projected) and inward opening (projected) operating sash including operating hardware, insect screening, and all angles, clips, and other items required to anchor the systems to the building structure.
 - 2. Prefinished miscellaneous formed aluminum mullion covers, closures, flashings, etc., in conjunction with aluminum windows.
 - 3. Metal to metal sealing of aluminum assemblies.
 - 4. All glass and glazing materials for aluminum windows, factory-installed to the fullest extent possible.
 - 5. Shimming and fasteners required for installation.
 - 6. Exterior perimeter sealant to abutting exterior materials.

1.3 RELATED SECTIONS

- A. Section 02 41 00 - DEMOLITION: Removal of existing windows to receive work of this Section 08 51 13. (Caulking contains asbestos & PCB's)
- B. Section 06 10 00 - ROUGH CARPENTRY: Wood blocking.

1.4 REFERENCES

- A. Comply with applicable requirements of the following standards and those others referenced in this Section, under the provisions of Section 01 42 00 - REFERENCES. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
 - 1. ANSI/AAMA 101-97 - Voluntary Specifications for Aluminum and Poly (Vinyl Chloride)(PVC) Prime Windows and Glass Doors.
 - 2. AAMA 2605 - Specification for High Performance Organic Coatings on Architectural Extrusions and Panels.
 - 3. ASCA 96 - Voluntary Specification for Performance of Organic Coatings on Architectural Aluminum Curtainwall, Extrusions and Miscellaneous Aluminum Components.
 - 4. AAMA 1503.1 - Specification for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections.
 - 5. ASTM A 386 - Zinc Coating on Assembled Steel Products.
 - 6. ASTM B 209 - Aluminum and Aluminum-Alloy Sheet and Plate.
 - 7. ASTM B 221 - Aluminum-alloy Extruded Bar, Rod, Wire, Shape, and Tube.

8. ASTM C 1036 - Flat Glass.
9. ASTM C 1048 - Heat-Treated Flat Glass.
10. ASTM E 283 - Rate of Air Leakage through Exterior Entrance and vestibule, Curtains Walls and Doors.
11. ASTM E 330 Structural Performance of Exterior Entrance and vestibule, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
12. ASTM E 331 - Test method of Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
13. ASTM E 546 - Test Method For Frost Point of Sealed Insulating Glass Units.
14. ASTM E 576 - Test Method for Dew/Frost Point of Sealed Insulating Glass Units in Vertical Position.
15. ASTM E 773 - Test Method for Seal Durability of Sealed Insulating Glass Units.
16. ASTM E 774 - Sealed Insulating Glass Units.
17. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Used in Buildings.
18. Consumer Product Safety Commission: 16 CFR 1201 - Architectural Glazing Standards and Related Material.
19. FS RR-W-356A - Wire Fabric.
20. LSGA - Standards Manual.
21. Applicable recommendations and standards of the AA (Aluminum Association), SIGMA (Sealed Insulated Glass Manufacturers Association) and the FGMA (Flat Glass Marketing Association).

1.5 SUBMITTALS

A. Submit the following under provisions of Section 01 33 00 - SUBMITTAL PROCEDURES:

1. Literature: for each window assembly type: Manufacturer's product data sheets, specifications, performance data, physical properties for each item furnished hereunder, including glass, window hardware and finish system.
2. Manufacturer's test data showing compliance with all specified performance requirements. Data shall be based on testing of windows units sized not less than those specified under the Article "Performance Requirements". Additionally:
3. Manufacturer's installation instructions, indicate special precautions required.
4. Provide copies of manufacturers' actual warranties for all materials to be furnished under this Section, clearly defining all terms, conditions, and time periods for the coverage thereof. Additionally include the following:
 - a. Glass manufacturer's standard 10 year guarantee covering insulating glass.
5. Shop drawings:
 - a. 1/4 inch scale elevations of each window.
 - b. Large scale design details of each window type; indicating sizes, types, and gauges of all metal components; glazing details, indicating types and thickness of glass; bracing and stabilizing members; attachment clips and brackets; and complete installation details;
 - c. Furnish all details bearing dimensions of actual measurements taken at the project.
6. Selection Samples:
 - a. Sample card indicating Manufacturer's full range of coating colors available for selection by Architect.
 - b. Provide physical samples as requested by Architect for initial selection of colors and finishes.
 - c. Manufacturer's sample boards for sealant colors, for selections by the Architect.
7. Verification samples:
 - a. After receipt of selected colors from the Architect, submit 12 inch long pieces of window framing components, prefinished in the specified finish system in each selected color.
 - b. Submit two samples of operating hardware.

B. Submit manufacturer's warranties under provisions of Section 01 78 00 – CLOSEOUT SUBMITTALS.

1.6 QUALITY ASSURANCE

- A. The aluminum window assemblies shall be by a single recognized manufacturer specializing in and regularly engaged in, the production of aluminum work of type and quality specified. The design and details as shown on the drawings and the model numbers specified herein are to establish the standards of design and quality and not to limit competition.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Protect pre-finished aluminum surfaces with wrapping or strippable coating. Do not use adhesive papers or sprayed coatings which bond when exposed to sunlight or weather.

- B. Store framing and glazing materials in manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes.
- C. Sequence fabrication and deliveries to avoid delays in construction schedule, and to minimize time of on-site storage.

1.8 ENVIRONMENTAL CONDITIONS

- A. Do not install sealant when ambient temperature is less than 40 degrees Fahrenheit.
- B. Maintain this minimum temperature during and after installation of sealant.

1.9 FIELD MEASUREMENTS

- A. Wherever practicable, check dimensions of openings in the actual framing work, by accurate field measurement before fabrication. Show recorded measurements on shop drawings. Coordinate fabrication schedule with construction progress as directed by the Contractor. When necessary to proceed with the fabrication without field measurements, coordinate and control installation tolerances to ensure proper fit of the work of this Section.
- B. Verify that field measurements are as indicated on approved shop drawings.

1.10 SEQUENCING AND SCHEDULING

- A. Coordinate work of this Section with that of other trades, affecting or affected by this work, and cooperate with the other trades as is necessary to assure the steady progress of work.
- B. Before proceeding with installation work, inspect all project conditions and all work of other trades to assure that all such conditions and work are suitable to satisfactorily receive the work of this Section and notify the Architect in writing of any which are not. Do not proceed further until corrective work has been completed or waived.

1.11 WARRANTY

- A. Provide the following warranties under CLOSEOUT SUBMITTALS:
 1. Total window assemblies: Manufacturer's written warranty for aluminum windows, covering repair or replacement of any unit which leaks, or exhibits defects in materials, finish, design, for a period of 10 years from date of substantial completion of the General Contract.
 2. Insulating glass: Glass manufacturer's 10 year written warranty covering insulating glass against defects in materials and workmanship, including failure of seals effective on date of original factory shipment to site.
 - a. Provide coverage in manufacturer's Guarantee for manufacturing defects, including failure of hermetic seal of air space (except by glass breakage) as evidenced by intrusion of dirt or moisture, internal condensation or fogging, deterioration of protected internal glass coating or other visual indications of seal failure or performance.
 - b. Guarantee shall include replacement of defective glass and delivery of replacement glass furnished f.o.b. from point of manufacturer to project site.
 - c. Provide coverage in Guarantee for manufacturing defects, including failure of laminated glass units as evidenced by edge separation, delamination, or discoloration of inner layer.

PART 2 - PRODUCTS

2.1 MANUFACTURER AND TYPE

- A. Specified Manufacturer: To establish a standard of quality, design and function desired, Drawings and specifications have been based on EFCO (A Division of Pella), Monett MO, product CMA Certified XTherm Series 325X (3-1/4 inch heavy commercial) window systems.
- B. Acceptable Manufacturers: Subject to compliance with the requirements specified herein, manufacturers offering products which may be incorporated in the work include the following, or approved equal:

1. EFCO (A Division of Pella), Monett MO.
2. Graham Architectural Products Corp., York, PA
3. Wassau Window & Wall Systems, Wausau, WI

- C. Acceptable Substitutions: The products specified herein establish standards of quality, design and function desired. Under provisions of Massachusetts General Laws, Chapter 149, other equal products not named herein, may be considered for acceptance as an equal by the Architect upon submission of complete product information as described in Section 01 25 13 - PRODUCT SUBSTITUTION PROCEDURES. Further additional information may be requested by the Architect for determination that the proposed product substitution is fully equal to the specified product(s). There is no guarantee that proposed substitutions will be approved.

2.2 PERFORMANCE REQUIREMENTS

- A. General: Design, fabricate, assemble and erect aluminum windows, and their interfacing conditions with contiguous work, to ensure continuity of building enclosure vapor and air barriers and that all segments of the assemblies will be free from leakage under every condition of weather and exposure. In addition to the specified performance requirements, windows shall conform to, or exceed the requirements of the applicable building code and referenced industry standards for air infiltration, water infiltration, operating forces, deflection and deformation under load.
- B. Testing Requirements: Provide manufacturer's testing and submit test data showing compliance with specified requirements for size of test units specified, or larger. Demonstrate compliance with specified requirements.
1. Manufacturer's standard data may be submitted if applicable. Perform specified testing if:
 - a. Manufacturer's standard data is based on window units smaller than those required.
 - b. Manufacturer's standard window units will be or have been modified to meet the specified requirements, including custom hardware, extrusions or other frame and sash components as indicated or specified herein.
 - c. Window units are of custom design.
 2. Test units: Provide window units for testing, fully glazed and assembled.
 3. Test Sequence: Air infiltration testing shall precede water resistance testing.
- C. Windows (projected sash and related fixed sash):
1. General (3-1/4 inch frame): Conform to AAMA/WDMA/CSA 101/I.S.2/A440 requirements for minimum performance classification AP-AW 90-AP, for air leakage, water drainage, water penetration, and uniform structural loading.
- D. System Design (3-1/4 inch frame): Design and size components to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of wall, including building corners.
1. Air infiltration: ASTM E 283, with a static pressure difference of 6.24 psf, shall not exceed 0.10 cfm per square foot of unit surface area.
 2. Water resistance: ASTM E 331: no leakage at a minimum static air pressure differential of 15.0 psf.
 3. Deflection: ASTM E330 at static air pressure difference of 90 psf (positive and negative).
 4. Uniform structural loading: ASTM E330 at a static air pressure difference of 135.0 psf (6464 Pa), positive and negative pressure and as prescribed by the 2009 International Building Code with Massachusetts Building Code, Eighth Edition amendments .
 5. Condensation resistance tests (CRF): AAMA 1503.1 for a minimum CRF of 56, and a
 6. Thermal transmittance: "U-Value" of U_c 0.45.

2.3 MATERIALS

- A. All fixed and operable window sections shall be of extruded aluminum. Formed brake metal work shall be of sheet aluminum. Alloys and temper of aluminum shall be as recommended by manufacturer for strength, corrosion resistant, and specified finish, but of not less than 22,000 psi ultimate tensile strength.
- B. Aluminum sections shall be factory prepared extrusions of sizes and profiles indicated on the approved shop drawing details; shall present straight, sharply defined lines and arises; and shall be free from defects impairing strength, durability, or appearance.

- C. Frames specified as thermally-broken shall be equipped with positive, continuous, polyvinyl chloride or polyurethane thermal barrier placed between exterior and interior frame components to the exterior of the glass pane.
 - 1. Frame depth: Calculation of specified frame depths shall not include screen tracks or sill extensions designed to accommodate screens.
- D. All screws, nuts, bolts, rivets and other fastening devices shall be of tempered aluminum or non-magnetic, type 302/304 stainless steel, compatible with the aluminum frame members and other components of the window systems. All such devices shall be of suitable type and adequate capacity for each intended purpose. The aluminum work shall generally be constructed and erected without use of exposed fasteners; where exposed fasteners must be used, the fasteners shall be finished to match the finish of surrounding aluminum.
 - 1. Where fasteners screw-anchor into aluminum less than 0.125" thick, reinforce the interior with aluminum or non-magnetic stainless steel to receive screw threads, or provide standard non-corrosive pressed-in splined grommet nuts.
 - 2. For application of hardware, use fasteners that match finish of member or hardware being fastened, as appropriate.
- E. Sealant for use within the fabricated aluminum frames and for field sealing of the aluminum frame assemblies shall be type guaranteed by manufacturer for the joint size and movement to remain permanently elastic, non-shrinking and non-migrating.

2.4 PROJECT-IN , PROJECT-OUT AND FIXED WINDOWS

- A. Frames/sash:
 - 1. Frame and vent extrusion wall thickness: not less than 0.125 inch.
- B. Hardware:
 - 1. Locking handles, cam type and manufactured from a white bronze alloy with US26D brushed finish.
 - 2. Weatherstripping: Double weather-stripped, "Santoprene" or equal.
 - 3. Keyed limit stops.
- C. Sills: 0.125 inch thick extruded aluminum; sloped for positive wash; fit under sash leg to 1/2- inch beyond wall face; one piece full width of opening.

2.5 ALUMINUM BRAKE-METAL AND PANNING WORK

- A. Fabricate and install all extruded aluminum and formed sheet aluminum brake-metal work in conjunction with the aluminum window as detailed and as reasonably required to complete the work including sill extensions, snap trim pieces, jamb and sill trim, closures, coverings, flashings and other miscellaneous extruded and formed brake-metal work in conjunction with aluminum windows.
 - 1. Provide extruded shapes wherever possible, reserving formed work for conditions where extrusions are not applicable.
 - 2. Provide sheet metal panning not less than 0.060 inch thick.
 - 3. Fasten trim clips, at not more than 16 inches on center.
- B. Protect surfaces from marring when forming work. Provide sufficient material thickness with all necessary concealed reinforcement and anchorage to prevent "oil canning" or deformation of the finished work. Material deemed defective by the architect will be replaced at no cost to the Owner.

2.6 GLASS AND GLAZING MATERIALS

- A. Glass shall be of thickness and types scheduled in the Drawings and comply with the following:
 - 1. General requirements for glass: Of domestic manufacture, conforming to the referenced standards and with the additional requirements specified herein; factory labeled on each pane stating the strength, type, thickness and quality; with all labels remaining on glass until final cleaning.
 - 2. Fabricate glass as required to openings with edge clearances and bite on glass as recommended by the manufacturer with clean-cut edges where concealed, and smoothground, polished and seamed edges where exposed to view. Do not cut, seam, nip or abrade glass after heat-tempering.

3. Glass thickness shown are minimum requirements. Provide glass thickness and heat treatment as required to meet specified performance criteria, State and local codes and ordinances.
 4. All insulating glass shall consists of two thickness of glass separated by a hermetically sealed dehydrated sealed air space complying with ASTM E 774-88 and conforming to Class CBA of Insulating Glass Certification Council.
- B. Glazing sealant: One-part high modulus clear silicone sealant, having a useful life expectancy of at least 30 years, GE Silglaze N, Dow-Corning 795 Silicone Building Sealant, Tremco Spectrem 2, or equal.
 - C. Compressible foam rod: Polyethelene foam rod, with bond-breaker surface, non gassing, fully compatible with silicone sealant, of appropriate sizes as recommended by the sealant manufacturer for the specific applications.
 - D. All sash shall be inside glazed with removable glazing stops. Wrap-around marine glazed sash which require sash disassembly for reglazing will not be acceptable at single or double hung locations.

2.7 GLASS TYPES AND LOCATIONS

- A. General: For locations of glass types, comply with the following descriptions and refer to Exterior Elevations for additional locations, and as additionally noted on Drawings.
 1. Glass type A - Insulated "Low-E" glass units:
 - a. Typical all window locations.
- B. Glass type A - Nominal 1 inch thick insulated "Low-E" glass units:
 1. Components
 - a. Outer layer: 1/4 inch (6 mm) thick clear heat-strengthened glass, PPG Solarban 60 with Low-E sputter coating on number 2 surface or approved equal.
 - b. Inner layer: 1/4 inch (6 mm) thick clear tempered safety glass.
 - c. Air space: 1/2 inch (13 mm) thick, argon filled.
 2. Performance Requirements: Glass units shall be equal to Oldcastle insulating glass having the following performance characteristics:
 - a. Transmittance:
 - 1) Visible Light: 65 percent.
 - 2) Solar Energy: 30 percent.
 - 3) Ultraviolet: 14 percent.
 - b. Reflectance:
 - 1) Visible Light (Exterior): 12 percent.
 - 2) Visible Light (Interior): 14 percent.
 - 3) Solar Energy (Exterior): 30 percent.
 - c. Thermal:
 - 1) U Value (Winter Nighttime/ Summer Daytime): 0.19 / 0.17.
 - 2) Shading Coefficient: 0.14.
 - 3) SHGC: 0.36.
 - 4) Relative Heat Gain: 85.
 - 5) Light to Solar Gain: 1.81.

2.8 INSECT SCREENS

- A. Provide: Aluminum framed screen installed with two spring loaded steel pin plungers retainers.
 1. Insect screening: FS RR-W-365A, woven 0.011 inch blackened aluminum in an 18 by 16 mesh size as manufactured by Phifer Wire Products, Tuscaloosa, AL, or approved equal.
 2. Frame color: Custom as selected by Architect.

2.9 ACCESSORIES

- A. Receptor (sub-frame) Provide extruded aluminum receptors at heads and sills, where indicated on Drawings.
 - a.Receptor construction: Two piece, snap-together design, equipped with thermal break and weatherstripping.
- B. Sealant stop trim: Provide manufacturer's standard sealant stop trim at exterior perimeter of all window frames/trim.

- C. All anchors and fasteners, including screws, nuts, bolts, rivets, and other fastening devices shall be of tempered aluminum or non-magnetic type 302/304 stainless steel, warranted by the manufacturer to be non-corrosive and compatible with aluminum frame members and other components of the window assemblies. All such devices shall be of suitable type and adequate capacity for each intended purpose.
 - a. Finished aluminum work shall generally be without use of exposed fasteners. Provide exposed fasteners only where acceptable to Architect, finish to match surrounding aluminum.
 - b. For application of hardware, use fasteners that match finish of framing/sash member or hardware being fastened, as appropriate.
 - c. Provide anchorage at location and spacing recommended by window manufacturer to comply with specified performance criteria.
 - d. Shims: Provide non-organic, non corrosive fully concealed shims as required to level and plumb window assemblies. Locate shims where recommended by window manufacturer.
- D. Sealant and backer Materials
 - 1. Sealant used within system: As recommended by manufacturer.
 - 2. Exterior perimeter Sealant: One-part low modulus, moisture curing, synthetic rubber sealant, having a useful life expectancy of at least 20 years, conforming to ASTM C 920, Type S, NS, Class 25, FS TT-S-001543A, Type, Class A with a minimum movement capability of +100 percent and -50 percent, equal to the following:
 - a. Dow Corning, product, "790".
 - b. GE Silicones, product, "SCS9000 SilPruf NB".
 - c. Sika, product "Sika Sil-C 990".
 - d. Tremco, product "Spectrem 1".
 - 3. Compressible joint bead back-up: Compressible closed cell polyethylene, extruded polyolefin foam or polyurethane foam rod, 1/3 greater in diameter than width of joint. Provide one of the following, or equal.
 - a. Sonneborn Building Products Inc., Minneapolis MN.; product "Sonofom".
 - b. Applied Extrusion Technologies, Inc., Middletown DE., product "Sof Rod".
 - 4. Primers: Furnish and install joint primers of the types, and to the extent, recommended by the respective sealant manufacturers for the specific joint materials and joint function.
 - 5. Bond-breaker tape, and temporary masking tape: Of types as recommended by the manufacturer of the specific sealant and caulking material used at each application, and completely free from contaminants which would adversely affect the sealant and caulking materials.

2.10 INSULATED PANELS

- A. Panels shall be 2 inches thick as indicated on the plans, exterior type insulated aluminum panels as manufactured by Alliance Wall Corporation or approved equal.
- B. Exterior face of panels shall be .050 aluminum sheet properly pre-cleaned and treated.
- C. Finish all exposed areas of the insulated panels and components with a color panel selected from the standard color selection. All edges shall be foil wrapped.
- D. Back face of panels shall match exterior face of panel. Color as selected by the Architect.
- E. Face and back stabilizing sheets for use under aluminum faces shall be 1/4" thick oil tempered hardboard.
- F. Insulated core material shall be 1.9 lbs. per cubic foot polyisocyanurate. R-Value shall be 6.13 per inch
- G. All components of insulated panels shall be laminated into one monolithic unit using permanently elastic type neoprene adhesive applied to 100% of surface to be laminated.

2.11 LOUVERS

- A. Louvers shall be similar and equal to Airolite Model K638 extruded aluminum louver. Louvers shall be factory primed and finished with a Kynar 500 (PVF₂) resin coating in the same color as selected for the windows

2.12 FABRICATION

- A. Fabricate window units sized to properly fit each opening, allowing for minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal. Prepare window units ready to receive anchors, and furnished with all operating hardware. Engineer window units to fit the openings required without any cutting or fitting on the job site.
 - 1. Rigidly fit joints and corner. Accurately fit and secure corners tight. Make corner joints flush, hairline, and weatherproof. Seal corner joints with sealant. Ensure that joining method(s) do not discolor or damage finish.
 - 2. Develop drainage holes with moisture pattern to exterior.
 - 3. Prepare components to receive anchor devices. Fabricate anchorage items.
 - 4. Permit internal drainage weep holes and channels to migrate moisture to exterior.
- B. Factory glaze to the greatest extent possible. "Wet-Glaze" work in accordance with FGMA Glazing Manual SIGMA and LSGA standards for glazing and installations methods.
Additionally:
 - 1. Prior to installing glass, clean glazing channels and framing members.
 - 2. Remove coatings not completely bonded to substrates.
 - 3. Remove lacquer from metal surfaces where in contact with glazing sealant.
 - 4. Protect glass from edge damage at all times. Utilize roller blocks and suction cups.
 - 5. Replace glass from edge damage or other imperfections which would weaken glass.
 - 6. Install setting and side blocks in locations recommended by referenced standards.
 - 7. Center glass in openings. Provide minimum bite and clearances as recommended by referenced standards. Install in manner to permit easy replacement of glass without dismantling frames.
 - 8. Prevent metal to glass contact at all locations. Protect edges of insulated units from moisture and solvents.
 - 9. Clean, prime and install stops.
- C. Assemble insect screens of rolled aluminum rectangular sections. Miter and reinforce frame corners. Fit mesh taut into frame and secure. Fit frame with four spring loaded steel pin retainers.
- D. Double weatherstrip operable units.

2.11 FINISHES

- A. Factory Finish for Exposed Aluminum shall be dark bronze anodized.
- B. Operators: Enameled to color as selected by Architect from manufacturer's standard options.
- C. Concealed Steel Items: Galvanized in accordance with ASTM A386 to 2.0 ounces per square foot.
- D. Isolation coating to cementitious and dissimilar materials: Apply one coat of bituminous paint or other acceptable coating to concealed aluminum surfaces in contact with cementitious and dissimilar materials

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspect all surfaces and verify that wall openings and adjoining air and vapor seal materials are ready to receive work of this Section.
- B. Beginning of installation means acceptance of existing conditions.

3.2 INSTALLATION

- A. Install aluminum windows in accordance with the manufacturers' installation instructions, and the herein-referenced standards.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.

- C. Align windows plumb and level, free of warp or twist. Maintain dimensional tolerances, aligning with adjacent work.
- D. Install sill and sill end angles.
- E. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- F. Coordinate attachment and seal of perimeter air and vapor barrier materials.
- G. Install operating hardware.
- H. Perform glazing work in accordance with FGMA Glazing Manual SIGMA and LSGA standards for glazing and installations methods.
- I. Ensure that all metal-to-metal and metal-to-glass joints are completely weatherproof, and that adequate provisions have been made to permit expansion and contraction in the metal.
- J. No permanent exposed to view labels of any kind will be permitted to remain on frames or glass.
- K. Install specified perimeter sealant to method required to achieve performance criteria.

3.3 TOLERANCES

- A. Maximum Variation from Level or Plumb: 0.06 inches every 3 feet non-cumulative or 1/16 inch per 10 feet, whichever is less.
 - 1. Do not add this tolerance to other allowable tolerances for related work.

3.4 ADJUSTING

- A. Adjust operable sash and hardware for smooth operation and tight fit of sash. Lubricate hardware and other moving parts.
- B. Touch-up all scratches, abrasions, and other defects in the prefinished metal surfaces with shop-coat finish material, supplied with the various items to be furnished hereunder.

3.5 CLEANING

- A. Upon completion of the work of this Section in any given area, remove tools, equipment and all rubbish and debris from the work area; leave area in broom-clean condition.
- B. Remove excess sealant by solvent acceptable to sealant manufacturer. All exposed edges of sealant and gaskets shall be left smooth, uniform in line, and with edges neatly struck.
- C. Clean glass surfaces promptly after installation, exercising care to avoid damage to the same. Remove excess sealing compounds, mortar, paint, labels, dirt, and other contaminants.
- D. Remove protective material from prefinished aluminum surfaces. Wash down exposed surfaces free of dirt, handling marks, packing tapes, and foreign matter, using a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.

3.6 PROTECTION

- A. Protect finished metal surfaces from damage during fabrication, shipping, storage, and erection; advise the Contractor of protective treatment and other precautions required through the remainder of construction.
- B. Protect glass from breakage immediately upon installation. Use streamers or ribbons suitably attached to framing and held free of the glass. Do not apply warning markings directly to the glass.
- C. Cover glass To protect it from activities that might abrade the glass surface.

3.7 GLASS BREAKAGE

- A. Replace in kind and thickness all glass breakage caused by the work performed under this Section 08 51 13, and bear all costs therefore.
- B. Replace in kind and thickness all glass breakage, caused by other trades, because of negligence or any other reasons, with the costs being borne by the trade at fault, or the Contractor, as applicable.

END OF SECTION

SECTION 08 53 00

POLYVINYL CHLORIDE (PVC) WINDOWS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Double hung windows

1.2 REFERENCED STANDARDS

- A. ANSI/AAMA/NWDA - American National Standards Institute/American Architectural Manufacturer's Association/National Wood Window and Door Association.
 - 1. ANSI/AAMA/NWDA 101/I.S.2 - Voluntary Specification for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors; 1997 with revisions contained in "reprinting" of 12/99.
- B. AAMA - American Architectural Manufacturer's Association.
 - 1. AAMA 701/702 - Combined Voluntary Specifications for Pile Weatherstrip and Replaceable Fenestration Weatherseals; 2000.
 - 2. AAMA 902 - Voluntary Specification for Sash Balances; 1999.
- C. ASTM - American Society for Testing and Materials.
 - 1. ASTM E 283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 1999.
 - 2. ASTM E 330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference; 1997.
 - 3. ASTM E 547 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Cyclic Static Air Pressure Difference; 2000.
 - 4. ASTM E 774 - Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units; 1997.
 - 5. ASTM F 588 - Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact; 1997.
- D. NFRC - National Fenestration Rating Council.
 - 1. 100-97 - Procedure for Determining Fenestration Product U-Factors.

1.3 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide window units that comply with the following:
 - 1. Double hung Windows: Welded sash/frame.
 - a. Air Infiltration: Maximum 0.10 cfm/sq. ft. at 1.56 psf (25 mph) in accordance with ASTM E 283.
 - b. Water Resistance: No leakage when tested at 12.0 psf in accordance with ASTM E 547.
 - c. Uniform structure load in accordance with ASTM E 330 \pm 112.5 psf.
 - d. Structural Rating: AP-C50 (Test Size: 48 x 32 inches) in accordance with ANSI/AAMA/NWDA 101/I.S.2.
 - e. Forced Entry: Type B, Grade 30 in accordance with ASTM F 588-97.
 - f. Thermal Transmittance: The following values are in accordance with NFRC 100-2001.
 - 1) Low-E Glass: U Factor 0.34/R = 2.9
 - g. For windows on the ground floor up to and including the 4th floor, windows must have a design pressure (DP) minimum of 52.5. For windows above the 4th floor the DP shall be a minimum of 75.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's catalog data, product descriptions and installation guides.
- B. Submit the following:
 - 1. Elevation for each style window and door specified; indicate sizes, glazing types and designs.
 - 2. Details: Manufacturer's head, jamb, and sill details for each window type.
- C. Verification Samples: Operating units of each style window and door specified; verification samples may be operating scaled-down mock-ups of actual-size units. Include operating hardware such as sash locks, hinges, hardware and weatherstripping. Verification samples will be returned to manufacturer's representative at project closeout.
- D. Test Reports: Submit certified independent testing agency reports indicating window and door units meet or exceed specified performance requirements.
- E. Quality Assurance: Submit evidence of certifications and qualifications as required in Quality Assurance Article.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Must be manufactured by a manufacturer with a minimum ten years producing vinyl (PVC) windows.
- B. Installer Qualifications: Installer having demonstrated experience on projects of similar size.
- C. Source Limitations: Obtain window units from one manufacturer through a single source. The door units can be obtained through a different source than the windows.
- D. Certifications: Provide window units independently tested and found to be in compliance with ANSI/AAMA/NWDA 101/I.S.2-97 and performance standards listed above.
- E. Code Compliance: Provide windows that are labeled in compliance with the jurisdiction having authority over the project.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver windows to project site in undamaged condition; handle windows to prevent damage to components and to finishes.
- B. Store products in manufacturer's unopened packaging, out of direct sunlight or high temperature locations, until ready for installation.

1.7 WARRANTY

- A. Submit manufacturer's warranty against defects in workmanship and materials. Summarized as follows:
 - 1. Commercial Project Warranty: The warranty period for commercial project work shall be 10 years, covering all vinyl, glass and component parts.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Windows:** Acceptable Manufacturer: Harvey Industries, Inc.; 1400 Main Street, Waltham, MA, Tel: 800-598-5400, Fax: 781-398-7715, Email: info@harveyind.com, Website: www.harveyind.com, National Vinyl – "Prestige Series" or Certainteed – "Bryn Mawr II".
 - 1. Model: Double Hung Window Welded Sash/Welded Frame.

2.2 MATERIALS

A. Windows:

1. Frame and Sash Members: 100 percent virgin poly vinyl chloride (PVC) extrusions.
 - a. Nominal Jamb Wall Thickness:
 - i. 0.080 inches nominal.
 - b. Nominal sash wall Thickness:
 - i. 0.080 inches nominal.
 - c. Nominal Sill Wall Thickness:
 - i. 0.080 inches nominal.
2. Insulating Unit: Sealed insulated glass units in compliance with ASTM E 774.
 - a. Lite thickness: Overall nominal thickness of 7/8 inch with a minimum 1/2 inch air space.
 - b. Glazing:
 - i. Low-E
3. Screens:
 - a. Mesh: 18 x 16 non-glare aluminum charcoal finished wire.
 - b. Frame: Extruded aluminum.
4. Glazing
 - a. Each sash shall have a 7/8 in. (22.2 mm) sealed unit which shall be made of two 0.13 in. (3mm) single tempered sheets of glass and spaces and it shall be held in place with glazing beads.
 - b. A silicone sealant shall be applied on the stiles and the rail sections of sashes. (wet glaze)

2.3 CONSTRUCTION

A. Window Frame:

1. Double Hung Window:
 - a. Miter cut and fusion weld corners.

2.4 FINISHES

- ### **A. Available Finishes: Solid color vinyl throughout.**
1. Pure White.

2.5 SEALANT AND BACKER MATERIALS

A. Sealant and backer Materials

1. Sealant used within system: As recommended by manufacturer.
2. Exterior perimeter Sealant: One-part low modulus, moisture curing, synthetic rubber sealant, having a useful life expectancy of at least 20 years, conforming to ASTM C 920, Type S, NS, Class 25, FS TT-S-001543A, Type, Class A with a minimum movement capability of +100 percent and -50 percent, equal to the following:
 - a. Dow Corning, product, "790".
 - b. GE Silicones, product, "SCS9000 SilPruf NB".
 - c. Sika, product "Sika Sil-C 990".
 - d. Tremco, product "Spectrem 1".
3. Compressible joint bead back-up: Compressible closed cell polyethylene, extruded polyolefin foam or polyurethane foam rod, 1/3 greater in diameter than width of joint. Provide one of the following, or equal.
 - a. Sonneborn Building Products Inc., Minneapolis MN.; product "Sonofoam".
 - b. Applied Extrusion Technologies, Inc., Middletown DE., product "Sof Rod".

4. Primers: Furnish and install joint primers of the types, and to the extent, recommended by the respective sealant manufacturers for the specific joint materials and joint function.
5. Bond-breaker tape, and temporary masking tape: Of types as recommended by the manufacturer of the specific sealant and caulking material used at each application, and completely free from contaminants which would adversely affect the sealant and caulking materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify rough opening size is of sufficient size to receive window units and comply with manufacturer's requirements for opening clearances.
- B. Notify Architect of unacceptable conditions before proceeding with installation.

3.2 INSTALLATION

- A. Install window unit in accordance with manufacturer's printed instructions.
- B. Apply sealant around perimeter of window.
- C. Install window units level and plumb. Center units in opening and secure window unit by nailing through nail fin and screw through jambs as indicated in manufacturer's instructions.
- D. Flash window in accordance with AAMA's "Standard Practice for Installation of Windows with a Mounting Flange in Stud Frame Construction".
- E. Insulate between window frame and rough opening with insulation. Refer to Division 7 Section "Building Insulation."

3.3 ADJUSTING

- A. Adjust window units for smooth operation without binding or racking.
- B. Adjust sash locks and screens for smooth operation.

3.4 CLEANING

- A. Clean soiled surfaces and glass prior to substantial completion.

3.5 PROTECTION

- A. Protect window units from damage until substantial completion. Repair or replace damaged units.

END OF SECTION

SECTION 09 91 00

PAINTING

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 WORK INCLUDED

- A. The Painting subcontractor shall supply all labor, materials, tools, ladders, scaffolding, and other equipment necessary to the completion of all PAINTING AND FINISHING shown on the drawings and specified herein.
- B. The Contractor shall examine the Specifications for the various trades and become thoroughly familiar with all provisions regarding painting. He shall understand that all surfaces left unfinished by requirements of other Sections of the Specifications shall be painted or finished as a part of this Section.
- C. The Painting subcontractor shall inspect the work prior to the application of the paint.
- D. If the surface cannot be put in proper condition to receive paint by customary cleaning methods, or sanding, or spackling, the Contractor shall notify the Architect or assume responsibility for and rectify any unsatisfactory finishing resulting from his negligence.
- E. Paint all new interior wallboard, all new fiberglass window frames, and other surfaces except as otherwise specified including back-priming of all trim before installation.
- F. Paint all existing surfaces scheduled or required to be painted by the Drawings and this Project Manual. Any existing wall or ceiling patched or disturbed by the renovations shall be completely painted.
- G. The work required by this section is shown on all the drawings.

1.03 RELATED WORK IN OTHER SECTIONS

- A. The following items will be fully finished in manufacture and no field painting will be required:
 - 1. Aluminum Windows – Section 08 51 13
 - 2. PVC Windows – Section 08 53 00

1.04 SUBMITTALS

- A. Submit manufacturer's data on all materials for Architect's approval before ordering.

1.05 COLORS

- A. All colors shall be selected and approved by the Architect. If required, three panels of each color and finish shall be prepared in advance with the materials specified, for approval of the Architect.
- B. The Architect shall have the option of using as many different colors and/or shades as necessary to provide a colorful and attractive color scheme.

1.06 STORAGE OF MATERIALS

- A. All paint materials and equipment used shall be stored in no more than a single place. The storage areas shall be maintained and any damage caused by neglect shall be made good by this Contractor.

1.07 DELIVERY

- A. All materials shall be delivered at the site in their original containers with the seals unbroken and labels intact.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All materials shall be first line products of recognized reliable manufacturers: Pratt & Lambert; Benjamin Moore & Co.; Sherwin Williams or approved equal. All paints shall be no VOC acrylic latex semi-permeable.
- B. Provide factory mixed coatings. Do not reduce, thin or dilute coatings or add materials to coatings.
- C. Use of solvents is not permissible.

2.02 PAINTING SCHEDULE (New Surfaces)

- A. To establish a standard of quality the following manufacturer, Benjamin Moore, is used.
 - 1. Gypsum Wallboard
 - 1 coat Benjamin Moore Fresh Start All Purpose Primer (100% acrylic water thinned latex paint)
 - 2 coats Benjamin Moore Natura Interior Waterborne Paint, Semi-gloss 514

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. All materials shall be used as directed by the manufacturer's printed directions
- B. The workmanship shall be of the very best; all materials evenly spread and flowed on without runs, sags, or excessive brush marks. Only skilled mechanics shall be employed to do finish work.
- C. All surfaces to be clean and free of loose dirt, dust, or grit before painting is started.
- D. No paints or painting materials shall be applied where room temperature is below 60 degrees F.
- E. All scratches, cracks, and openings adjoining trim shall be cut out as required and then filled with spackle or other approved patching plaster. All patches shall be made flush with the adjoining surfaces and must be dry and properly sealed before application of the prime coat.
- F. All metal surfaces shall be solvent cleaned to remove grease and oil. Where rust or scale is present, it must be removed prior to painting. Wire brush or sand to bright metal. If the rust is severe, sandblast or power chip.
- G. All damage to shop prime coat caused by cleaning, repairing, and erection shall be spot-primed with the same material as used for the shop coat.
- H. All undercoats of paint shall be tinted to a color approximating the color of the finish. Permit enough variation in

color for guide coat.

- I. All coats shall be thoroughly dry before applying succeeding coats.
- J. Upon completion of the work, all misplaced paint and spots or spills shall be removed and work left in a condition acceptable to the Architect.
- K. Exterior painting shall not be done while the surface is damp, or during rainy or frosty weather, or when the temperature is below 50 degrees F. or above 90 degrees F.

3.02 CLEANUP

- A. Cleaning - At the completion of the work, the Painting Subcontractor shall remove all paint spots and oil or grease stains caused by his work from floors, fixtures, hardware, and equipment, leaving their finishes in satisfactory condition. He shall remove all his staging, equipment, debris, and materials, and leave the site in a clean condition so far as his work is concerned.

3.03 MAINTENANCE MATERIALS

- A. Upon completion of work the following amount of paint and finish shall be left for the Owner.
 - 1. One gallon - Interior wall paint (for each color used)

END OF SECTION

SECTION 12 24 00

WINDOW SHADES (Commercial Roller)

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Examine all the other Sections of the Specifications for requirements which affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with that of all other sections affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.
- D. It is understood that the Contractor has examined the site and made his own estimates of the facilities and difficulties attending to the execution of the work, and has based his price thereon
- E. Except for unforeseeable, concealed or subsurface conditions, as determined by the Architect, the Contractor shall make no claim for additional cost due to existing conditions at the site, which in the opinion of the Architect, with reasonable diligence could have been ascertained by the Contractor in his examination of the site

1.02 The Work to be performed under this Section shall include providing all labor, materials and equipment required to furnish and install window shades and related work necessary for the proper completion of the operations as required by the Contract Documents.

- A. Provide shades for all windows listed below:
 - 1. All classrooms, academic support space and administrative spaces indicated by a window type symbol on the Drawings.
 - 2. Windows not designated by a window type symbol will not receive shades, which generally includes all translucent glazed windows, corridor windows and gym windows whether clear glazed or of translucent panel system.
- B. Provide all staging, scaffolding, hoisting and trash disposal required by the work of this Contract

1.03 SUBMITTALS

- A. Submit the following:
 - 1. Manufacturers' brochures
 - 2. Shop Drawings showing sizes, layout and installation details
 - 3. Samples of Shade Material: Not less than 3 inches square of each available color applied. Mark face of material.
 - 4. One sample shade (complete), installed in a typical opening, as selected by the architect.
 - 5. Product Test Reports: For each type of roller shade product.
 - 6. Maintenance Data: For roller shades to include in maintenance manuals. Include the following:
 - a. Methods for maintaining roller shades and finishes.
 - b. Precautions about cleaning materials and methods that could be detrimental to fabrics, finishes, and performances.
 - c. Operating hardware

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed installation of roller shades similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Source Limitations: Obtain roller shades through one source from a single manufacturer.

C. Fire-Test Response Characteristics

1. Flame-Resistance Ratings: Passes NFPA 701.

D. Corded Window Covering Product Standard: Provide roller shades complying with WCMA A100.1.

E. Mockups: Build mockups to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution.

1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Architect.
2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver shades in factory packages, marked with manufacturer and product name.

1.06 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install roller shades until construction and wet and dirty finish work in spaces, including painting, is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where roller shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operable glazed units' operation hardware throughout the entire operating range. Notify Architect of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 – PRODUCTS

2.01 WINDOW SHADES

- A. Manufacturer and type: For the purposes of establishing level of quality, shades shall be MechoShade 'Mecho/5' chain operated units by MechoShade Systems, Inc., Long Island City, NY,. Similar products by Phifer Incorporated, Hunter Douglas Window Fashions, Levolor, Shade Technologies, Inc., or others may be considered equal and will be subject to the approval of the Architect.

2.02 APPLICATIONS/SCOPE

- A. Roller Shade Schedule:
1. Shade Type 1: Manual operating, chain drive, sunscreen roller shades in all exterior windows of rooms and spaces designated on the Drawings unless specifically noted herein.

2.03 SHADE CLOTH

- A. Visually Transparent Single-Fabric Shade cloth: MechoShade Systems, Inc., ThermoVeil group, single thickness non-raveling 0.030-inch (0.762 mm) thick vinyl fabric, woven from 0.018-inch (0.457 mm) diameter extruded vinyl yarn comprising of 21 percent polyester and 79 percent reinforced vinyl, in colors selected from manufacturer's available range. 1% open/99% UV Blockage.
1. 1000 Series Dense Basket Weave. Color: The color is to be selected from the manufacturer full range of colors. The intent is to match the window frame color.
 2. Project standard shade cloth unless noted.

2.04 SHADE BAND

- A. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.
- B. Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room.

C. Shade band and Shade Roller Attachment:

Use extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection. Roller tubes less than 1.55 inch (39.37 mm) in diameter for manual shades, and less than 2.55 inches (64.77 mm) for motorize shades are not acceptable.

1. Provide for positive mechanical engagement with drive / brake mechanism.
2. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" spline mounting, without having to remove shade roller from shade brackets.
3. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets.
4. Any method of attaching shade band to roller tube that requires the use of: adhesive, adhesive tapes, staples, and/or rivets are not acceptable.

2.05 SHADE FABRICATION

- A. Fabricate units to completely fill existing openings from head to sill and jamb-to-jamb, unless specifically indicated otherwise.
- B. Fabricate shade cloth to hang flat without buckling or distortion. Fabricate with heat-sealed trimmed edges to hang straight without curling or raveling. Fabricate unguided shade cloth to roll true and straight without shifting sideways more than 1/8 inch (3.18 mm) in either direction per 8 feet (2438 mm) of shade height due to warp distortion or weave design. Fabricate hem as follows:
1. Bottom hem weights.
- C. Provide battens in standard shades as required to ensure proper tracking and uniform rolling of the shade bands. Contractor shall be responsible for assuring the width-to-height (W:H) ratios shall not exceed manufacturer's standards or, in absence of such standards, shall be responsible for establishing appropriate standards to assure proper tracking and rolling of the shade cloth within specified standards. Battens shall be roll-formed stainless steel or tempered steel, as required.

2.06 COMPONENTS

- A. Access and Material Requirements:
1. Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.
 2. Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.
 3. Styrene based plastics, and /or polyester, or reinforced polyester will not be acceptable.
- B. Manual Operated Chain Drive Hardware and Brackets:
1. Provide for universal, regular and offset drive capacity, allowing drive chain to fall at front, rear or non-offset for all shade drive end brackets. Universal offset shall be adjustable for future change.
 2. Provide hardware capable for installation of a removable fascia, for both regular and/or reverse roll, which shall be installed without exposed fastening devices of any kind.
 3. Provide shade hardware system that allows for removable regular and/or reverse roll fascias to be mounted continuously across two or more shade bands without requiring exposed fasteners of any kind.
 4. Provide shade hardware system that allows for operation of multiple shade bands (multi-banded shades) by a single chain operator, subject to manufacturer's design criteria. Connectors shall be offset to assure alignment from the first to the last shade band.
 5. Provide shade hardware system that allows multi-banded manually operated shades to be capable of smooth operation when the axis is offset a maximum of 6 degrees on each side of the plane perpendicular to the radial line of the curve, for a 12 degrees total offset.
 6. Provide positive mechanical engagement of drive mechanism to shade roller tube. Friction fit connectors for drive mechanism connection to shade roller tube are not acceptable
 7. Provide shade hardware constructed of minimum 1/8-inch (3.18 mm) thick plated steel or heavier as required to support 150 percent of the full weight of each shade.
- C. Drive Bracket / Brake Assembly:
1. MechoShade Drive Bracket model M5 shall be fully integrated with all MechoShade accessories, including, but not limited to: SnapLoc fascia, room darkening side / sill channels, center supports and connectors for multi-banded shades.

2. M5 drive sprocket and brake assembly shall rotate and be supported on a welded 3/8 inch (9.525 mm) steel pin.
 3. The brake shall be an over -running clutch design which disengages to 90 percent during the raising and lowering of a shade. The brake shall withstand a pull force of 50 lbs. (22 kg) in the stopped position.
 4. The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design includes an articulated brake assembly, which assures a smooth, non-jerky operation in raising and lowering the shades. The assembly shall be permanently lubricated. Products that require externally applied lubrication and or not permanently lubricated are not acceptable.
 5. The entire M5 assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments.
- D. Drive Chain: #10 qualified stainless steel chain rated to 90 lb. (41 kg) minimum breaking strength. Nickel plate chain shall not be accepted.

2.07 ACCESSORIES

- A. Fascia:
1. Continuous removable extruded aluminum fascia that attaches to shade mounting brackets without the use of adhesives, magnetic strips, or exposed fasteners.
 2. Fascia shall be able to be installed across two or more shade bands in one piece.
 3. Fascia shall fully conceal brackets, shade roller and fabric on the tube.
 4. Provide bracket / fascia end caps where mounting conditions expose outside of roller shade brackets.
 5. Notching of Fascia for manual chain shall not be acceptable.
- B. Warranty: Interior Shades – Ten-year manufacturers warranty on manually operated components except bead chain which is a maintenance/service item. Ten-year manufacturers warranty on shadecloth with provision that it will not deteriorate, sag or main fit for use for the full warranty period when used as an interior rollershade.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 ROLLER SHADE INSTALLATION

- A. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, located so shade band is not closer than 2 inches to interior face of glass. Allow clearances for window operation hardware.

3.03 ADJUSTING

- A. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

3.04 CLEANING AND PROTECTION

- A. Clean roller shade surfaces after installation, according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer that ensure that roller shades are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged roller shades that cannot be repaired, in a manner approved by Architect, before time of Substantial Completion.

END OF SECTION